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STATE PLAN OF OPERATION

- I. Federal/State Agreement
- II. Budget Projection Statement
- III. Program Activity Statement
 - A. Attachments
 - 1. Quality Control Sample Plan
 - The Disaster Plan (reserved)
 - 3. Employment and Training Plan
 - 4. Nutrition Education Plan (optional)
 - 5. IEVS Plan
 - 6. Workfare Plan
 - 7. ADP/CIS Plan
 - 8. Organizational Outline
 - 9. Special plan required when requesting Federal funding at the present 75% for investigation and prosecution activities
 - 10. Agreement between the State Agency and the US Postal Service for coupon issuance
 - 11. Agreement between the State Agency and the Social Security Administration for Supplemental Security Income/food stamp joint application processing and for routine user status
 - 12. SAVE Plan or Waiver

WJT/MC/013

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	REFERENCE SLIP	DATE 8/14/89 Wardin
	ACTION APPROVAL	NOTE AND RETURN PER PHONE CALL
	AS REQUESTED FOR COMMENT FOR INFORMATION	RECOMMENDATION REPLY FOR SIGNATURE OF RETURNED
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ECOMORIC ASSISTANCE

FEDERAL - STATE AGREEMENT

THE STATE OF	MONTANA	and the Food and Nutrition Service
(FNS) United States	Department of	Agriculture (USDA), hereby agree to act in
accordance with the	e provisions of th	e Food Stamp Act of 1977, as amended,
implementing regul	ations, the FNS-a	approved State Plan of Operation and FNS-approved
manuals. The State	and FNS (USDA) further agree to fully comply with any changes
in Federal law and r	egulations. This	agreement may be modified with the mutual
consent of both par	ties.	·

PROVISIONS

THE STATE AGREES TO:

- 1. Administer the program in accordance with the provisions contained in the Food Stamp Act of 1977, as amended, and in the manner prescribed by regulations issued pursuant to the Act; and to implement the FNS-approved State Plan of Operation and to adhere to FNS-approved State manuals, State instructions, or State directives.
- 2. Comply with Title VI of the Civil Rights Act of 1964 (P.L. 83-352), Section 11(c) of the Food Stamp Act of 1977, as amended, the Age Discrimination Act of 1975 (P.L. 94-135) and the Rehabilitation Act of 1973 (P.L. 93-112, Sec. 504) and all requirements imposed by the regulations issued pursuant to these Acts by the Department of Agriculture to the effect that, no person in the United States shall, on the grounds of sex, race, color, age, political belief, religion, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under the Food Stamp Program.
- 3. (For States with Indian Reservations only.) Implement the Program in a manner that is responsive to the special needs of American Indians on reservatins and consult in good faith with tribal organizations about that portion of the State's Plan of Operation pertaining to the implementation of the Program for members of the tribe on reservations.

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		0330

FNS AGREES TO:

- 1. Pay administrative costs in accordance with the Food Stamp Act, implementing regulations, FNS-approved State manuals and an approved Cost Allocation Plan.
- 2. Carry-out any other responsibilities delegated by the Secretary in the Food Stamp Act of 1977, as amended.

Date		5-17-81
Signature	tundat	deel-
(Governor or Auth	orized Design ee)	
Date	5/29/81	,
Signature <u>2</u> (Regional Administ	les W. Woo	D
(Regional Administ	trator, FNS)	-





DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES



TED SCHWINDEN, GOVERNOR

PO. BOX 4210

STATE OF MONTANA

HELENA, MONTANA 5960

September 6, 1988

Mr. George W. Hall Regional Director Financial Management USDA Food & Nutrition Service Mountain Plains Region 2420 West 26th Avenue Denver, CO 80211

Dear Mr. Hall:

Attached are the initial 366A - Budget Projection and the 366A Budget Projection Addendum reports for Montana for FY89.

Sincerely,

Gail Gray
Director

BF/BF3/054

Attachments

Food Stamp Yearly Estimate for the Period 10/88 thru 9/89

The following shows Food Stamp expenditures for the last three completed quarters plus the estimated expenditures for the quarter ended September 30, 1988. Some FAMIS operating expenditures are included. The rest are projected separate.

Quarte Ending	Cert.	Issuance	Perform- Qual. Ctl.	Fraud Ctl. 75% Funding	ADP Devel 75% Funding	Fair Hearings	Other Activities	ADP Oper. Costs	Total
12/31/87	966,168	60,356	53,997	113,562	0	15,589	470,831	27,030	1,737.533
03/31/88	1,080,267	101,202	59,090	124,887	29,322	7,520	610,115	13,766	2,026,169
06/30/88	1,177,498	126,200	67,073	100,451	49,025	8,900	798,762	19,266	2,347,175
06/30/88 FE ADJ	156,429	57,119	9,841	37,318	23,156	1,148	40,359	5,193	330,563
)6/30/89 [otal	1,333,927	183,319	76,914	137,769	72,181	10,048	839,121	24,459	2,677,738
09/30/88 IST	1,136,787	114,959	63,334	125,406	33,834	11,052	640,022	21,752	2,147,147
otal	4,547,149	459,836	253,335	501,624	135,337	44,209	2,560,089	8 7, 007	8,588,587
ive Qtr	1,136,787	114,959	63,334	125,406	33,834	11,052	640,022	21,752	2,147,147

tachment A)

1. Computation Explanation

Certification expendiutes are driven by the number of payrolls in the quarter. These costs are for staff in county offices and include a small amount of travel. Distribution of these costs through state fiscal yar 88 is the best method to distribute all costs to the appropriate quarters.

2. <u>Cost of Living Increases</u>

- A. Certification costs (salary expenses). FY89 salaries were frozen at the FY88 Level by the Montana Legislatuve. A 4% increas is projected for the quarter ending 9/30/89, which would be the 1st ouarter of the Montana State Fiscal Year 1990.
- B. All other categories of cost were projected at a 4% increase over FY88 projected expenditues.

3. <u>Calculation of Certification Budget Projections</u>

The quarter ended 12/88, 3/89 and 6/89 were shown at a 0% increase over FY88. The quarter ended 9/88 was porjected with a 4% increase.

4. <u>Calculation of All Other Expenditures</u>

The quarters ended 12/88, 3/89, 6/89 and 9/89 were projected at a 4% increase over the previous year.

- 5. Attachment B. Is the Food Stamp Projected expenditures minus Job Search and FAMIS. However there are a few FAMIS operational expenditures projected in this document.
- 6. Attachment C. FAMIS Attached are the projected FAMIS (TEAMS- The Economic Assitance Management System for Montana) for FY89.
- 7. Attachment D. This is the total projected amount for the 366 A for FY89. Job Search or Employment and Training is projected on Form 366A Budget Projection Statement Addendum.
- 8. Budget Projection Addendum Job Search expenditures are projected separately on this form.

BF3/054

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19	U.S. DEPARTMENT C	F AGRICULTURE	<u> </u>	APPROVED ON 13	NO. 40-R 5018
PROGR	FOOD AND NUTRI AM AND BUDGET S	ITION SERVICE		Monta	ana
<u>.</u>			EMENT	2. FOUR QUARTE	R PERIOD COVERING
	PART A - BUDGE	T PROJECTION		A. FROM MO. , YR.	B. TO MO. YR.
				10 88	09 89
FUNCTION	MO. YR.	MO. YR.	QUARTER ENDIN		FOUR QUARTE
	12 88	MO. YR.	MO. YR.	MO. YR.	TOTALS
CERTIFICATION	966,168	1,080,267	1,333,927	1,182,259	4,592,621
ISSUANCE	62,770	105,250	190,652	119,557	478,229
PERFORMANCE CEPORTING	56,157	61,454	79,991	65,867	263,469
FAIR HEARINGS	16,213	7,821	10,450	11,494	45,978
OUTREACH	0	0	0	0	0
NING	0	0 .	0	0	0
ADP DEVELOPMENT	267,718	320,815	433,558	340,697	1,362,788
ADP OPERATIONS	28,111	14,317	25,437	22,622	90,487
FRAUD CONTROL	118,104	129,882	143,280	130,422	521,688
OTHER	489,664	634,520	872,686	665,623	2,662,493
OTAL	2,034,905	2,354,326	3,089,981	2,538,541	10,017,753
SIGNATURE OF AUTHORI		4. NAME AND TITLE Gail Gray.	Director		5. DATE 9-6-88
IM FNS-366A (1-81)					

\$8,588,587	\$2,147,147	1 \$2,677,738	\$2,026,169	1 \$1,737,533	Total \$1,737,533 \$2,026,169
\$2,560,089	\$640,022	\$839,121	\$610,115	\$470,831	Other
\$501,624	\$125,406	\$137,769	\$124,887	\$113,562	Fraud Control
\$87,007	\$21,752	\$24,459	\$13,766	\$27,030	ADP Operations
\$135,337	\$33,834	\$72,181	\$29,322	\$ 0	ADP Devel.
\$	\$0	\$ 0	\$ 0	\$ 0	Training ,
\$ 0	\$ 0	\$ 0	\$0	\$ 0	Outreach
\$44,209	\$11,052	\$10,048	\$7,520	-#- 12- 12- 13- 10- 10- -0	Fair Hearing
\$253,335	\$63,334	\$76,914	\$59,090	\$59,997	Perf. Report
\$459,836	\$114,959	\$183,319	\$101,202	\$60,356	Issuance
\$4,547,149	\$1,136,787	\$1,333,927	\$1,080,267	\$996,168	Certification
Four Qtr.	Ma./Yr.	Mo./Yr. 06/88	Ho./Yr.	Mo./Yr.	Function

	. BI	UDGET PROJECTION ADDENDUM	STATEMENT		FROM MO YR.	FISCAL YEAR THEU
O			OHARTE	R ENDING	10 . 88	09 8,9
137	FUNCTION	MO. YF.	MO. YR.	MO. YA.	MO. YA.	FOUR QUART
TRAINING	100% GRANT	47,750	47,750	47,750	47,750	191,000
ENT and	50% MATCHING	375,000	375,000	375,000	375,000	1500,000
EMPLOYMENT	PARTICIPANT REIMBURS EMENT					
	SAVE					
Administer	Res./Demo. Eval. Proj.					
107 507	St./Local Demo. Proj.					
	TOTAL	422 750	420, 750			Line diese pr

422,750

422,750

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422,750

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186,886,88	i i	1 \$2,560,089	1 144,209	金属重要电路设计过去分词 一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个		i		. \$4.54°,149 1	RECHONISTER DE LA CONTRACTOR DE LA CONTR
821,752 \$2,147,147	i	11,052 \$640,022	\$11,052	\$33,834	#125,40A	1 169,834	6114,959	61,136,787	09-30-88 EST
\$2,677,738	\$24,459	1 1899, 121	\$10,048	1 172,181	\$137,769	1 \$76,914	\$183,319	1 41,333,927	06-30-88 Total
\$330,563	\$5,193	\$40,359	\$1,148	123,156	916,764	*7,041	257,119	1 156,429	06-30-88 YE ADJ
\$2,347,175	119,266	1798,762	\$8,900	1 449,025	\$100,451	1 867.073	\$126,200	81,177,498	06-30-88
\$2,026,169	1 \$13,766	\$610,115	1 \$7,520	1 129,322	\$124,887	1 859,090	\$101,202	1 \$1,080,267	03-31-88
\$1,797,599	!	\$470,831	115,589	• 0	\$113,562	1 853,997	\$60,356	1996,16B	12-31-87
Total		Hearings Activities Open Costs	Hearings	75% Funding	75% Funding		Issuence		Dustrer

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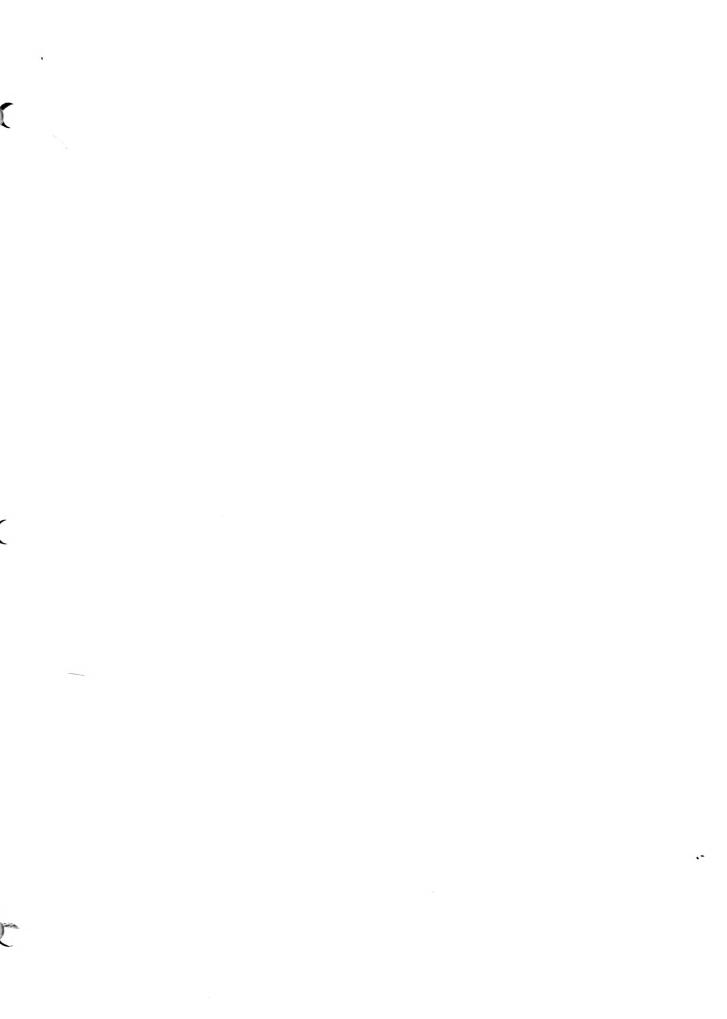
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	Took Stamp Projection Exclusing Job Search and TANIS		ייייייייייייייייייייייייייייייייייייי	and FAKIS	07:36 AM
Function	Mo_/Yr. 12/88	Me./Yr.	Mo./Yr	Mo./Yr.	Total FY 89
Certification	\$996,160	\$1,080,267	\$1,999,927	\$1,182,259	\$4,592,621
Issuance	\$62,770	\$105,250	\$190,652	\$119,557	\$478,229
Perf. Repart.	\$56,157	\$61,454	\$79,991	\$65,867	\$263,469
Fair Hearing	\$16,219	\$7,621	\$10,450	\$11,494	\$45,978
Dutreach	\$	*0	\$ 0	\$ 0	46
Training	* 0	\$	\$	* 0	\$ 0
ADP Devel.	\$ 0	\$30,495	\$75,068	\$95,188	\$140,751
ADP Operations	\$28,111	\$14,317	\$25,497	\$22,622	\$ 90,487
Fraud Control	\$118,104	\$129,882	\$143,280	\$130,422	\$521,688
	\$489,664	\$634,520	\$872,686	\$665,623	\$2,662,493
Total	1 \$1,767,187	\$1,767,187 \$2,064,006	\$2,731,491 \$2,233,032		\$8,795,716

16





	4.	

\$1,222,037	\$305,509	\$358,490		\$267,718	Total
\$0	\$0	\$0	\$ 0	*0	Other
\$0	\$	\$0	\$ 0	\$ 0	Fraud Control
\$0	*	\$ 0	\$ 0	* 0	ADP Operations
\$1,222,037	\$305,509	\$ 358,490	\$290,320	\$267,718	ADP Devel.
\$ 0	\$	\$ 0	\$ 0	\$ 0	Training
\$ 0	\$	\$ 0	\$ 0	\$ 0	Outreach
0.5	\$ 0	\$0	\$0	\$	Fair Hearing
\$0	\$ 0	\$ 0	\$	\$	Perf. Report.
\$0	\$	\$ 0	\$	\$ 0	Issuance
3 0	\$	\$ 0	\$	\$ 0	Certification
70181 FY 89	Ms./Yr.	Mc./Yr. 06/89	Mo./Yr. !	Mo./Yr.	Function
09:36 AH	 		1 1 1 1 1 1 1 1 2	! ! ! ! ! ! !	Accachment C

\$10,017,753	\$2,538,541	\$3,089,981	\$2,354,326	\$2,034,905	Total
\$2,662,493	\$665,623	\$872,686	\$634,520	\$489,664	Other
\$521,688	\$130,422	\$ 143,280	\$ 129,882	\$118,104	Fraud Control
\$90,487	\$22,622	\$25,437	\$14,317	\$28,111	ADP Operations
\$1,362,788	\$ 340,697	\$433,558	\$320,815	\$267,718	ADP Devel.
\$0	\$ 0	\$ 0	\$ 0	\$ 0	Training
\$ 0	\$ 0	\$0	\$ 0	\$ 0	Outreach
\$45,978	10 pp	14 D / A III O	\$7,821	\$16,213	Fair Hearing
\$263,469	\$65,867	\$79,991	\$61,454	\$56,157	Perf. Report.
\$478,229	\$119,557	\$190,652	\$105,250	\$62,770	Issuance
\$4,592,621	\$1,182,259	\$1,333,927	\$1,080,267	\$996,168	Certification
Total FY 89	No./Yr.	06/89 747	Ma./Yr.	12/88	

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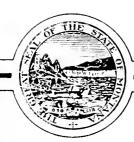
Attachment D

FY 89 Food Stamp Total Projected

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DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES



TED SCHWINDEN, GOVERNOR

PO.BOX 4210

STATE OF MONTANA

HELENA MONTANA 59604

October 18, 1988

Mr. George Hall Regional Director Financial Management USDA Food & Nutrition Mountain Plains Region 1244 Speer Boulevard Denver, CO 80204

Dear Mr. Hall:

Attached is the 366A - Addendum revision #1. We inadvertently left off the participant reimbursement amounts on the original submission, but have included them in this revised submission of the addendum.

Sincerely,

Gail Gray Director

BF/TD/010

Attachment

-	BUT	OGET PROJECTION S	STATEMENT		STATE Montar	ISCAL YEAR
,		ADDENDUM			MO. YA.	MO. YP
9				RENDING		FOUR QUART
	FUNCTION	MO. YA.	MO. YR.	MO. YR.	MO. YA.	TOTALS
TRAINING	100% GRANT	47,750	47,750	47,750	47.750	191,000
and	50% MATCHING	375,000	375,000	375,000	375,000	1,500,000
EMPLOYMENT	PARTICIPANT REIMBURSEMENT	31,223	. 31,222	31,223	31,222	124,890
•	SAVE					
dminister	Res./Demo. Eval. Proj.					
במב או	St./Local Demo. Proj.					
	TOTAL	453,973	453,972	453,973	453,972	1,815,890





U.S. DEPARTMENT OF AGRICULTURE FOOD AND NUTRITION SERVICE

A. STATE

PROGRAM AND BUDGET SUMMARY STATEMENT PART B - PROGRAM ACTIVITY STATEMENT

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	``	9	.O.A.
	- <u>-</u>	5	
MONTANA	OD I STATE'S FY	87 YR	
	B. REPORTING PERIOD	7 I	
	B. REP		

C. CERTIFICATIONS	(A) APPROVALS	OVALS	(B) DENIALS	IALS	(C) OVERDUES I STATE AGENCY CAUSED)	SE0 1
	NA	ΡΑ	NA	PA	NA	PA
1. Initial Applications	17,857	11,806	954	099	0	0
2. Expedited Service Applications	417	72	0	0	0	0
3. Recertifications	5,151	3,405	275	190	0	0

	TAT DEABINGS	0014104-111-101			
D. FAIR HEARINGS	יאוואראין (א)	IB) MEANINGS	(c) DECISIONS	(D) DECISIONS	(E) DECISIONS
	REQUESTED	HELD	UPHELD	REVERSED	OVERDUE
1. Activity					
	364	36	26	10	15

E. FRAUD	(A) REFERRED FOR	INVESTIGATION	INVESTIGATIONS COMPLETED	(D) PROGRAM	1	(F) INVESTIGA-
INVESTIGATIONS	INVESTIGATION	(B) NEGATIVE	(B) NEGATIVE (C) POSITIVE	DOLLARS	TIONS	TIONS
1 Dro- Carellination				S46'50		
	636	175	461	\$ 311,349	20	0
2. Post-Certification	1	1898	500	125,398		
	2,545	702	1,843	1,245,398	200	0

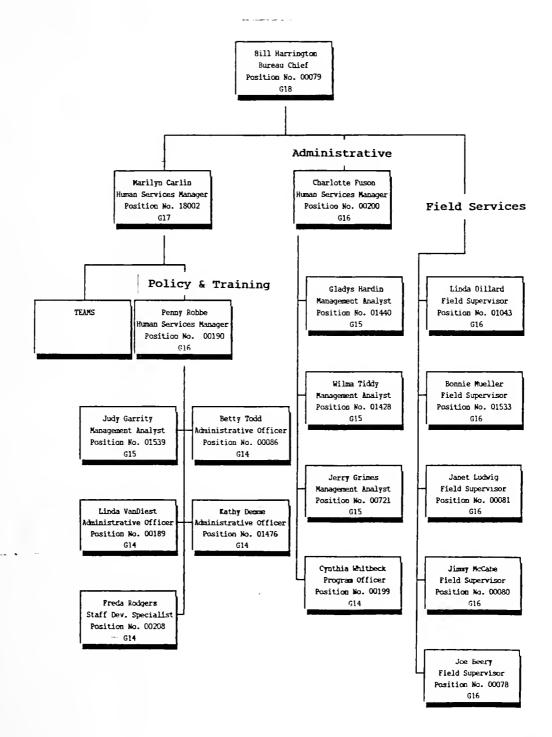
S	 	
(H) DECISION OVERBUE	c	
(G) PENDING DECISIONS	r.	38
(F) PROGRAM DOLLARS	\$ 78.035	44,259
(D) <u>UPHELD</u> (E) ACTUALLY (F) PROGRAM (G) PENDING (H) DECISIONS OVERDUE CONVICTIONS OVERDUE		0
(D) UPHELD CONVICTIONS	57	44
(C) WAIVERS DISOUALIFICA – TION CONSENT AGREEMENT	267	0
(8) CASES PURSUED	58	82
(A) CASES (PERSONS) REFERRED	333	184
F. DISQUALIFICATION HEARINGS & PROSECUTIONS	1. Administrative Disqualification Hearing	2. Prosecutions

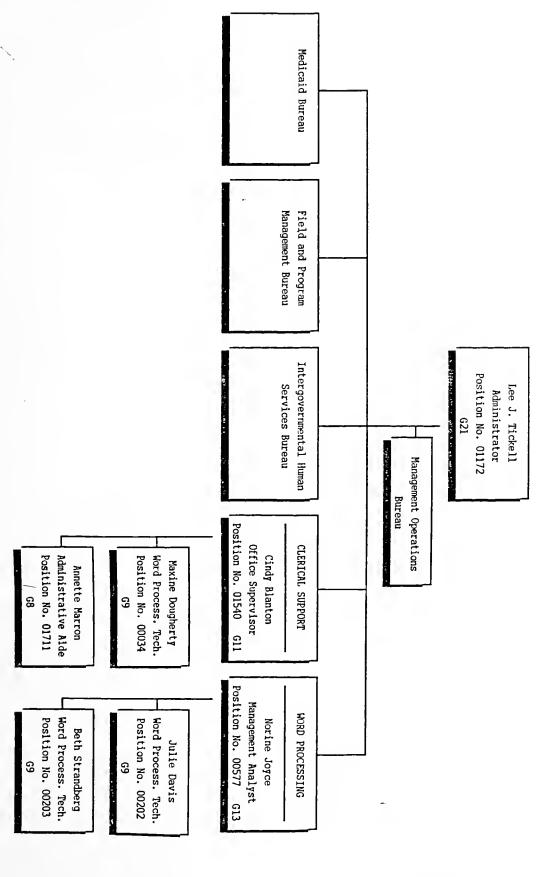
TITLE	Administrator
W.	
SECNATUR	(Control of Control of
	FORM FNS-1668 (4-87)

A FNS-366B (4-87) (Previous Editions Are Obsolete)









1

ORGANIZATIONAL OUTLINE

- A. State Department of Social and Rehabilitation Services
 Department Director Gail Gray
- B. Agency Administering Food Stamp Program Within the Department Economic Assistance Division Administrator - Lee J. Tickell
 - 1. Field and Program Management Bureau Chief William S. Harrington
 - a. State Staff
 - i. Charlotte Fuson, Human Services Manager
 - ii. Gladys Hardin, ME Reviews
 - iii. Cynthia Whitbeck, Food Stamp Issuance
 - iv. Jerry Grimes, IEVS, Employment and Training Program
 - v. Wilma Tiddy, Corrective Action
 - vi. Betty Todd, Food Stamp Eligibility and Training (full time position)
 - vii. Freda Rodgers, Training Coordinator (full time position)
 - 3. Hearings Officer Henry Flatow, Bobby Easby Conduct fair hearings
 - 4. Fraud cases handled through Department of Revenue
- D. Food Stamp Program is County Administered. Eligibility Technicians are specialized in some counties and in some counties the ET handles all programs.

Funding - 50% of county administrative costs for program and salaries at county level.

- E. Performance Reporting System
 - 1. PRS Coordinator Bill Harrington (part-time position)
 - a. Management Evaluations are supervised by PRS Coordinator
 - 2. QC is not supervised by PRS Coordinator
 - a. QC Reviewers have multi-program review responsibilities
 - 3. Training Coordinator is supervised by PRS Coordinator and is full-time but serves all programs
 - 4. Corrective Action is supervised by PRS Coordinator

DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES



TED SCHWINDEN, GOVERNOR

P.O. BOX 4210

STATE OF MONTANA

HELENA, MONTANA 59604

May 9, 1986

Allan C. Nickels Regional Director FNS USDA Suite 430-D 2422 West 26th Avenue Denver, CO 80211

Dear Mr. Nickels:

The State of Montana requests a waiver from the provision that the state hire a full-time PRS coordinator as outlined in 7 CFR 275.2(a)(2).

The organizational structure of the Economic Assistance Division is such that sufficient staff is employed to perform all PRS functions although these functions are not designated to one person.

To ensure that the continuing performance reporting system is operating successfully, the responsibilities of the PRS coordinator are assigned as follows:

- . The responsibility for ME review and that reporting procedures conform to FNS regulations and instructions is designated to Gladys Hardin, Management Analyst, Field and Program Management Bureau.
- . The responsibility for Quality Control reviews and that reporting procedures conform to FNS regulations is designated to Ron Brown, Administrator, Audit and Program Compliance Bureau.
- Data from all management information sources is collected and analyzed to identify the causes of program deficiencies by Wilma Tiddy, Corrective Action Coordinator.
- . The responsibility for coordination among persons from all appropriate state agency functions to review performance data and determine corrective actions for reducing or eliminating deficiencies is assigned to the State Corrective Action Committee whose Chairman is Bonnie Frey.
- . Corrective Actions are monitored by Wilma Tiddy, Corrective Action Coordinator.



- . The effectiveness of corrective action is evaluated by the State Corrective Action Committee and necessary implementation or discontinuance of corrective actions are the responsibility of Wilma Tiddy, Corrective Action Coordinator.
- . The primary contact with FNS concerning any of the above responsibilities is Bonnie Frey, Chief, Field and Program Management Bureau.

The entity within the state structure, referred to in 7CFR 275.2(a)(2) who is at a level of authority to ensure corrective action is effected at the State and project area levels is Bonnie Frey, Chief, Field and Program Management Bureau who is also Chairman of the State Corrective Action Committee. Under her direction, the Corrective Action Coordinator implements the decisions made by the State Corrective Action Committee and performs the necessary follow-up between monthly meetings.

We feel that all responsibilities of the PRS Coordinator are assigned and the coordination of these responsibilities is accomplished by Bonnie Frey, Chief, Field and Program Management Bureau. Because of this designation of responsibilities, we feel it is unnecessary to have a full time PRS coordinator and request a waiver from this provision.

Sincerely,

Dave Lewis Director

WT/FA/bb

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SRS-AD-59 (rev: 6/82)

MONTANA DEPT. OF SOCIAL & REHABILITATION SERVICES CONTRACT SUMMARY*

1. CONTRACT NO: 86-080-0002 2.	RESP. CENTER: 508203
3. AMEND. NO 4.	SRS CONTACT PERSON: Erich Merdinger
5. CONTRACT PURPOSE: To authorize & com assistance & civil or criminal ac 6. TYPE: X Contract New	pensate DOR at maximum level of allowable ion of matters relating to public welfare tions to enforce welfare laws. X Renewal
7. CONTRACTOR:	8. PAYMENT BASIS & AMOUNT:
Richard Day, Supervisor (NAME) Fraud Investigation Section (ADDRESS) 444- Montana Department of Revenue 2846 (PHONE)	Advance: \$ 10,000 Fixed cost: \$ Unit cost: \$ Actual cost: \$ X Service code: Proj. no. units:
Fed. I. D. or SSN:	
9. TYPE OF ORGANIZATION: Fo State Agency	r Profit Non-Profit
AMOUNT 1 SUPPLE. 2 (+ of period from the contract starting date three	late. The time period covered by (1) & (2) shall not exceed 12 mos.
11. CONTRACT PERIOD: (Month) (Day) (Year) From: July 1, 1985 Through: June 30, 1986	12. REMARKS:
DIVISION: LEGAL UNIT: DIRECTOR:	DATE: DATE: DATE: DATE:

[•] Refer to contract for details.



CONTRACT NUMBER \$6-50-0001

AGREEMENT

This Agreement is entered into this / day of July 1985, by and between the State of Montana, Department of Social and Rehabilitation Services, hereinafter referred to as "SRS", and the State of Montana, Department of Revenue, located in Helena, Montana, hereinafter referred to as "DOR".

WITNESSETH:

WHEREAS, pursuant to Section 53-2-501, MCA, DOR is authorized to investigate matters relating to public welfare assistance and to institute civil or criminal actions to enforce the welfare laws; and

WHEREAS, SRS will make federal financial participation available to DOR when SRS purchases services from DOR pursuant to a written contract; and

WHEREAS, it is the desire of SRS to enter into an agreement with DOR for the purpose of obtaining the investigation and prosecution of fraud relating to public welfare assistance pursuant to the authority of Section 53-2-501, MCA; and

WHEREAS, DOR is desirous of entering into such an agreement with SRS for the same purpose.

IT IS, THEREFORE, in consideration of the mutual undertaking and agreements hereinafter set forth, agreed between SRS and DOR as follows:

1.

RESPONSIBILITIES AND DUTIES OF SRS

SRS agrees as follows:

- 1. In cases in which SRS suspects the fraudulent receipt of public welfare assistance, SRS will, when it is determined to be in the best interest of the State, request DOR to investigate the matter and, when appropriate, to institute criminal actions to enforce the welfare laws pursuant to Section 53-2-501, MCA.
- 2. SRS will provide DOR with a written request for change of case status whenever any material change of circumstances which alters the original referral request is discovered by SRS staff.
- 3. When requested by DOR, SRS will provide DOR with any SRS records or county welfare case material necessary for effecting the purpose of this Agreement.
- 4. When requested by DOR, SRS will furnish consultation and technical assistance to DOR.

- 5. When requested by DOR, SRS will provide appropriate staff, without the necessity of subpoenas, as witnesses in court when referred cases are being prosecuted.
- 6. SRS will receive, monitor and disburse any money collected by DOR as repayment for money fraudulently received from SRS. SRS will maintain the fiscal and monitoring procedures, records and reports necessary to account for this money.
- 7. SRS will monitor monthly individual payment information on all cases which DOR has need to insure compliance with court orders.
- 8. SRS will provide monthly individual delinquency information to the court and DOR on cases repaying through court ordered or deferred prosecutions.
- 9. SRS will semi-annually review all cases referred to DOR to determine if SRS desires DOR to continue investigation or return the case for SRS action. Review will be based on the DOR supplied welfare fraud case status report and SRS documents. Upon request DOR will supply SRS with more specific status updates on cases identified for possible closure.
- 10. SRS will reimburse DOR cost at the limit of allowable FFP for providing services to SRS under the terms of this Agreement. Reimbursement will be made quarterly by SRS within thirty (30) days of receipt of an itemized statement of expenditures submitted by DOR. Any payment due under the terms of this Agreement may be withheld until all evaluation and financial reports and necessary adjustments thereto have been approved by SRS. Any requests for reimbursement not submitted for payment within the time that federal regulations permit matching for federal funds will not be paid by SRS.
- 11. SRS agrees that it will, at all times during the terms of this Agreement, indemnify DOR and hold it harmless from any and all losses that may result to DOR because of any negligence on the part of SRS.
- 12. Effective September 30, 1985, any request for computation of benefits will be completed and returned to DOR in thirty (30) days. However, both parties may agree to extend the thirty days to a mutually agreeable time frame rather than have the case returned to SRS for final resolution.

II.

RESPONSIBILITIES AND DUTIES OF DOR

DOR agrees as follows:

- 1. When requested in writing by SRS, DOR will investigate to the limits of its welfare fraud budget and allocated manpower, matters relating to public welfare assistance, pursuant to the provisions of Section 53-2-501, MCA.
- 2. In those cases referred to DOR by SRS, DOR will institute criminal actions, when appropriate, to enforce the welfare laws, pursuant to the provisions of Section 53-2-501, MCA.

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- 3. Prior to investigation of a food stamp trafficking case approved by SRS, DOR will obtain federal approval for such activity.
- 4. DOR will maintain financial records, supporting documents, reports and other evidence, and accounting procedures which sufficiently and properly reflect all direct and indirect costs of any nature incurred or expended in the performance of this Agreement. Said records shall be subject to inspection, review and audit upon reasonable notice by SRS and at reasonable time by SRS personnel as authorized by SRS, other personnel as authorized by statute, and properly authorized federal personnel.
- 5. Retention of Records: Financial records, supporting documents, statistical records and all other records supporting the services provided by the Contractor under this contract shall be retained for a period of three (3) years from the completion date of this contract. The Contractor agrees to make the records described herein available at all reasonable times at the Contractor's general offices. If any litigation, claim or audit is started before the expiration of the three year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
- 6. DOR will provide monthly disposition information and quarterly welfare fraud status reports to SRS regarding all cases referred (individual and composite) on a monthly basis.
- 7. Upon closing or completing a case, DOR will return to SRS or the county department of public welfare the original welfare documents which were incorporated or utilized in the case during investigation or prosecution. DOR will retain all other case materials.
- 8. DOR will maintain and exercise professional discretion regarding the investigative and prosecutive merit of individual cases referred by SRS, and the method of enforcement of the welfare laws pursuant to the provisions of Section 53-2-501, MCA, unless directed by SRS to return the case.
- 9. DOR will not affect repayment agreements on non-prosecutable cases. If DOR determines that a case cannot be prosecuted, the case will be closed and returned to SRS.
- 10. Wherever referred cases are determined to be non-prosecutable but an overpayment has occurred, such cases will be identified to SRS for collection.
- 11. No monies will be collected on repayment agreements by DOR.

- 12. DOR agrees to comply with the applicable provisions of Titles VI or VII of the Civil Rights Act of 1964, and Titles 7, 42 and 45 of The Code of Federal Regulations.
- 13. DOR agrees that it will, at all times during the term of this Agreement, indemnify SRS and hold it harmless from any and all losses that may result to SRS because of any negligence on the part of DOR. DOR shall hold harmless SRS from any and all claims for either injury to persons, including their agents, employees or volunteers, recipients, or the public at large, or property arising out of execution of this Agreement.

III.

SRS AND DOR MUTUALLY AGREE AS FOLLOWS:

1. Functional Operation:

- a. Each contracting agency report to the other agency any activities or case particulars that may effect successful case results.
- b. Provide all pertinent case information upon transfer of cases between departments.
- c. Forward all federal communications and/or reports related to welfare fraud and other mutual work activities.
- d. Maintain open-line communication between departments relating to all activity referred to in this Agreement.
- e. Request a new agreement should any part of this Agreement become unworkable.

2. Amount of Agreement:

The cost of the services provided by DOR to SRS under the terms of this Agreement shall be the amount submitted quarterly in conformance with Federal and State regulations to a maximum amount of \$105,963.

3. Duration of Agreement:

a. This Agreement shall be effective July 1, 1985 through June 30, 1986.

4. Termination of Agreement:

All of this Agreement, or any designated services purchased by this Agreement, may be terminated by either party at any time, with or without cause, upon no less than thirty (30) days written notice by certified mail, telegram or personal delivery of notice to the other party.

5. Termination Arrangements:

After receipt of a notice of termination and except as otherwise directed:

- a. DOR shall terminate performance under this Agreement on the date specified in the notice of termination.
- b. DOR shall place no further orders for materials, or services, except as may be necessary for completion of such portion of the work under the Agreement as is not terminated.
- c. DOR shall terminate all orders to the extent that they relate to the performance of work which was terminated.
- d. DOR shall prepare all necessary reports and documents required under the terms of the Agreement up to the day of termination, including the final report due, if any.
- e. SRS shall reimburse DOR for services rendered upon and including the date of termination of the Agreement.
- f. SRS shall reimburse DOR for services rendered that necessarily extend the termination date of the Agreement.

6. Safequarding Information:

The use or disclosure by any party of any information concerning a client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the responsibilities of SRS or DOR with respect to purchased services hereunder is prohibited, except on written consent of the client, his attorney, or his responsible parent or quardian.

7. Safeguarding of Federal Matching Funds:

To safeguard future Federal matching money, SRS and DOR agree that this Agreement is subject to renegotiation to bring it in compliance with any applicable revisions of Title 7, 42 and 45 of the Code of Federal Regulations, when the revisions are received by SRS for implementation.

If Federal matching money is not available, then the contract is void. If Federal money is available, but discontinued at any time during the term of the contract, SRS is in no way obligated to either allocate state funds to meet the terms of this contract, or to carry out the provisions of the contract after the date of discontinuance of Federal matching money.

8. Neither party shall be held responsible for failure or delay in performance if such is due to fire, flood, epidemic, strikes, riots, acts of God or the public enemy, unusually severe weather, legal acts of the public authorities, or delays or defaults caused by public carriers, which cannot reasonably be forecast or provided against.

9. Disputes:

Any dispute concerning a question of fact arising under this Agreement which is not disposed of by negotiation and agreement, shall be decided by the Director of SRS, who shall reduce his decision to writing and furnish a copy to the Director of DOR. The decision of the Director of SRS shall be final and conclusive unless within thirty (30) days from the date of receipt of such copy, DOR furnishes to the Director of SRS a written appeal addressed to SRS. Pending final decision of a dispute, DOR shall proceed with the performance of the Agreement.

10. Assignment and Subcontracting:

DOR shall not assign or subcontract any portion of the work to be performed under this Agreement except with the expressed and written consent of SRS.

11. Modification of Agreement:

Any alteration, variations, modification or waivers of provisions of this Agreement shall only be valid when reduced to writing, duly signed and attached to the original of this Agreement.

12. All Terms and Conditions Included in Agreement:

This Agreement contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties.

DIRECTOR

DEPARTMENT OF REVENOR

DIRECTOR

DEPARTMENT OF SOCIAL & REHABILITATION SERVICES

Reviewed and approved as to legal content:

An a. Mereditt 7/16/85

PARTMENT OF REVENUE

CONTRACT NUMBER: \(\forall \) CONTRACT NO\(\forall \)

BETWEEN

MONTANA STATE DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES

AND

∀CONTRACTOR∀

FOR

THE ISSUANCE OF FOOD STAMPS

EFFECTIVE: \PDate_1\PTHROUGH \PDate_2\PTHROUGH \

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CONTRACT FOR THE ISSUANCE OF FOOD STAMPS FROM THE MONTANA DEPARTMENT OF SOCIAL & REHABILITATION SERVICES

CONTRACT NUMBER

YCONTRACT NOY

THIS CONTRACT, is entered into by and between the Montana Department of Social and Rehabilitation Services, (hereinafter referred to as the "Department"), and \text{\text{V}}Contractor\text{\text{\text{V}}}, (hereinafter referred to as "Contractor"), and whose nine (9) digit Federal ID Number is

WITNESSETH THAT, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

SECTION 1 PURPOSE

- A. The purpose of this contract is to:
 - Utilize the services of the Contractor to insure the orderly issuance of Food Stamps to all authorized participants within a project area;
 - 2. Provide for the proper receipt, accounting and liability of said Food Stamps.
- B. The Contractor assures the Department that:
 - It has such facilities and personnel available to carry out the terms and conditions set forth in this contract;
 - 2. It is able to adhere to all United States Department of Agriculture, Food and Nutrition Service (hereinafter referred to as the "USDA, FNS") and Department instructions and directives as they pertain to the issuance of Food Stamps, as detailed in 7 CFR, Par 274 and the provisions of the Food Stamp Act of 1977 (Pub L. 95-113) as amended.

SECTION 2 EFFECTIVE DATE AND DURATION

The Contractor shall commence performance of this contract on \text{VDate_1V, and shall complete performance to the satisfaction of the Department no later than \text{VDate_2V.}

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SECTION 3 SERVICES TO BE PROVIDED

- A. The Contractor agrees to:
 - 1. Provide services at its Food Stamp issuance office(s) during the hours of _____ a.m. and _____ p.m., ____ days of operation, except on all legal holidays or emergencies, and such other days as may be determined by prior agreement between the parties; and/or provide mail issuance of benefits to households authorized on the FS-49 Direct Mail Issuance Log in a timely manner.
 - 2. Issue Food Stamps to each person who presents and surrenders a valid Authorization To Participate card, (hereinafter referred to as the "ATP card"), and who also presents an identification card identifying the person as a participant or an authorized representative of a participant. In cases where the participant or the representative signs his name with an "X", the Issuing Agent must witness the "X" mark by entering their initials beside the "X".
 - 3. Order and receive from the Department periodic shipments of Food Stamps, in order to maintain a two (2) to five (5) month supply of Food Stamps, and to give receipts and keep accurate records of all deliveries made and inventories on hand.
 - 4. Obtain insurance and hold it in force for the duration of this contract, for its Food Stamp inventory against loss by fire, theft, fraud, embezzlement, damage or destruction, in an amount equal to the highest average Food Stamp inventory at its issuance office, or sub-issuance offices.
 - 5. Make security provisions to safeguard Food Stamps at all of its issuances offices, and to safeguard inventories on hand.
 - 6. Conduct the issuance of Food Stamps with all due care and diligence.
 - 7. Make up deficiencies resulting from the use of forgeries, counterfeit or altered ATP cards when such condition is obvious, or results from the negligent action of the Contractor's employee.
- B. The Contractor shall conduct a monitoring of its inventory level through the use of the reporting forms listed in Section 7 of this contract for each issuance day.
- C. The Contractor's issuing agent and issuing agency supervisor will complete an actual physical inventory of all Food Stamps held in inventory by the Contractor on the last working day of each month of this contract.

- D. Upon failure to account for all Food Stamps received and held on hand, except proven destruction by fire or other casualty, in which case Food Stamps will be replaced at no charge, the liability of the Contractor shall be equal to the total face value of the Food Stamps accounted for. After proper audit, FNS and/or the Department shall remain the final authority in establishing the total value of the Food Stamp loss.
- E. The Contractor shall be responsible for repayment of all Food Stamp mail losses in excess of \$1,500.00 each fiscal year quarter.
- F. The Contractor shall be responsible for payment of any interest assessed against the Department by USDA because of the Contractor's failure to make timely payment of an account due.
- G. The Contractor acknowledges the Department's right to free access to any Food Stamp records or documents at any time during the duration of this contract, without prior notice, for the purpose of auditing and certifying those reports submitted by the Contractor.

SECTION 4 RESPONSIBILITIES OF THE DEPARTMENT

- A. All forms shall be supplied by FNS and the Department. The Contractor may, at its option, initiate additional accounting and reporting procedures. All alternative accounting procedures must be approved in writing by the Department.
- B. The Department shall furnish instructions to the Contractor in all matters pertaining to proper accounting, record keeping and compiling of state and federal forms that govern Food Stamp issuance.

SECTION 5 CONSIDERATION

- A. In consideration of the services to be provided under Section 3 of this contract, the Department agrees to pay the contractor within ninety (90) days after receiving a completed invoice.
- B. The Contractor will be reimbursed at the rate of \$VAMOUNTV.

SECTION 6 AUTHORIZATION DOCUMENTS

A. ATP Cards

1. The Department agrees to provide, through the County Welfare Department, all eligible Food Stamp participants with an ATP card, issued monthly, except for those recipients authorized to receive direct mail issuance of Food Stamps.

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- 2. Presentation, by the participant, of a valid ATP card at the Contractor's issuance office shall serve as the Contractor's authorization to issue Food Stamps to the participant in the amount so specified on the ATP card.
- 3. The Contractor shall return to the County Department of Public Welfare, at agreed upon intervals, but no later than the 7th of the following month, each ATP card received from a participant.
- 4. ATP cards must be signed, or a signature specimen must be executed in the presence of the issuing agent.

B. Direct Mail Issuance Log

- 1. The Department agrees to provide, through the County Welfare Department, a FS-49 Direct Mail Issuance Log which authorizes the mailing of coupon allotments to the households.
- 2. The Department agrees to provide the FS-49 to the issuance unit by the 25th day of each month.
- 3. The contractor shall return the log documenting mailing and non-delivery by the 7th of the following month.

SECTION 7 REPORTS

A. The Contractor shall:

- Keep an accurate daily record and mail issuance log of all Food Stamps issued. The daily record and mail issuance log shall include:
 - a. Total value of Food Stamps issued.
 - b. Total value of Food Stamps that should have been issued, as shown by the ATP cards and mail issuance log.
 - c. The difference, if any, between a and b above.
 - d. Total number of transactions over the counter and mail issuance.
- 2. Return to the County Department of Public Welfare, at agreed upon intervals, the mail issuance logs as they are completed.
- 3. Report the above items, plus inventories on hand, monthly on form FNS-250, "Food Coupon Accountability Report", to the Department no later than the tenth (10) calendar day of the following month for which the report is completed.

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- B. The Contractor agrees to:
 - 1. Complete the following reporting forms:
 - a. FNS-250 "Food Coupon Accountability Report"
 - b. SRS/FS-44 "Cashier's Daily Report"
 - c. SRS/FS-42 "Coupon Book Inventory Record"
 - d. SRS/FS-44A "Daily Tally Record"
 - or Approved Alternate Form
 - e. SRS/FS-45 "ATP Batch Report"
 - f. FNS-259 "Quarterly Mail Issuance Report"
 - 2. Submit monthly, Form SRS-AD-38, "Monthly Report of Fcod Stamp Issuance Costs", detailing the expenditures incurred under this contract by the 5th of the following month for which the report is compiled. All expenditures shall be accompanied by documentation such as receipts, invoices, etc.
 - 3. Complete any other forms as may be required or directed by the Department.

SECTION 8 LIAISON

Lee J. Tickell will be the liaison for the Department.

will be the liaison for the Contractor.

These representatives of the parties will be the first contacts regarding any questions and problems which arise in implementing this contract.

SECTION 9 CIVIL RIGHTS

- A. The Contractor will comply with the Civil Rights Act of 1964.
- B. The Contractor agrees that no person shall, on the grounds of race, color, national origin, creed, sex, religion, political ideas, marital status, age or handicap be excluded from employment or participation in, be denied benefits, or be otherwise subjected to discrimination under any program or activity connected with the implementation of this contract, and further agrees that affirmative steps will be taken to employ and advance in employment qualified handicapped individuals.
- C. The Contractor further agrees that all hiring done in connection with this contract shall be on the basis of merit qualifications genuinely related to competent performance of the particular occupational task.

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SECTION 10 DUPLICATION OF COST

The Contractor represents and certifies that any charges contemplated and included in its estimate of cost for performance are not duplicative of any charges against any other government contract, subcontract, or other government source.

SECTION 11 POLITICAL ACTIVITIES

- A. The Contractor agrees that expenditure of funds under the terms and conditions set forth in this contract shall not be used:
 - 1. For any political activities by the Contractor, and/or employees or representatives of the Contractor.
 - 2. For any activities by the Contractor, and/or employees or representatives of the Contractor to provide voters and prospective voters with transportation to the polls, or provide similar assistance in connections with an election or any voter registration activity.
- B. The Contractor shall cooperate with any federal investigation undertaken.

SECTION 12 ANTI-KICKBACK

The Contractor shall comply with the Copeland Anti-Kickback Act as set forth at 18 USC 874 and 29 CFR, Part 3.

SECTION 13 PATENTS AND INVENTIONS

- A. All rights in and to inventions arising out of activities assisted by funds from this contract shall be available to the public for royalty-free and non-exclusive licensing.
- B. The Contractor will notify the Department promptly in writing of any invention first conceived or actually reduced to practice in the course of performance of this contract.

SECTION 14 COPYRIGHTS

The Department and the USDA shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use for Department purposes any material developed under this contract.

SECTION 15 LIMITATION ON USE OF FUNDS FOR CONSTRUCTION

Funds available under this contract may not be used for the purchase or improvement of land, or the purchase, construction or permanent improvement of any building or other facility.

SECTION 16 CONFIDENTIALITY

The use or disclosure, by any party, of any information concerning a claimant in violation of any rule of confidentiality, or for any purpose not directly connected with the administration of the Department's or the Contractor's responsibility with respect to services hereunder, is prohibited, except on written consent of the claimant, or the court appointed guardian of a claimant.

SECTION 17 CLAIMANT GRIEVANCE PROCEDURE

The Contractor will advise claimants of the right to present grievances and will assist them, as may be necessary, in utilizing the grievance procedure. If the outcome of the grievance procedure is adverse to a claimant the Contractor will notify the claimant of his right to appeal. The Department will supply the appeal mechanism through its regular fair hearing process. If an appeal is filed by a claimant, the Contractor agrees to appear, participate and be bound by the outcome.

SECTION 18 CCMPLIANCE WITH APPLICABLE LAWS, RULES, AND POLICIES

- A. The Contractor will comply with all applicable regulations and formal department policies, including those pertaining to licensing, in performing this contract.
- B. This contract is subject to renegotiation at the Contractor's request for the purpose of enabling the Contractor to comply with new laws, regulations, or department policies if changes/ additions materially affect the ability of the Contractor to perform the terms and conditions of this contract as written.

SECTION 19 INDEMNIFICATION

The Contractor agrees that it will, at all times, indemnify the Department and hold it harmless from any and all losses and claims that may result to the Department because of any negligence on the part of the Contractor, its agents, representatives or employees.

SECTION 20 ASSIGNMENT TRANSFER & SUB-CONTRACTING

The Contractor agrees not to enter into sub-contracts for any of the work contemplated under this contract without prior written approval of the Department. The Contractor further agrees not to assign or transfer any work contemplated under this contract.

SECTION 21 FORCE MAJEURE

The Contractor shall not be liable for failure to perform under this contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

SECTION 22 AVAILABILITY OF GOVERNMENT FUNDS

The parties agree that if anticipated government funds are reduced or become unavailable at any time during the term of this contract, the Department is not obligated to continue performance of this contract beyond the date the federal or state funds are reduced or become unavailable.

SECTION 23 TERMINATION

- A. This contract may be cancelled or terminated by either of the parties without cause, however; the parties seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least thirty (30) days prior to the effective day of cancellation or termination.
- B. If the Contractor fails to provide services called for by this contract, or to provide such services within the time specified herein or any extension thereof, the Department may, by written notice of default to the Contractor, terminate the whole or any part of this contract upon written notice.
- C. The Department may, upon finding that the Contractor is not in compliance with any law or regulation, or applicable licensure and certification requirement, terminate this contract upon written notice to the Contractor.
- D. The above remedies are in addition to any other remedies provided by law or the terms of this contract.

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E. Upon contract termination or the non-renewal of this contract, the Contractor will allow the Department, its agents and representatives full access to the Contractor's facilities and records for the purpose of arranging the orderly transfer of the contracted activities.

SECTION 24 AUDIT AND RETENTION OF RECORDS

A. Audit:

The State of Montana, the Department, USDA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have the right of access to any books, documents, papers and records of the Contractor which are pertinent to the services provided under this contract, for purposes of making audit, excerpts or transcripts. Further, for purposes of verifying cost or pricing data submitted in conjunction with the negotiation of this contract or any amendments thereto, the State shall until the expiration of three (3) years from the completion date, have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this contract or which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein. The Contractor's accounting procedures and practices shall conform to generally accepted accounting principles.

B. Retention of Records:

Financial records, supporting documents, statistical records and all other records supporting the services provided by the Contractor under this contract shall be retained for a period of three (3) years from the completion date of this contract. The Contractor agrees to make the records described herein available at all reasonable times at the Contractor's general offices. If any litigation, claim or audit is started before the expiration of the three year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

SECTION 25 INDEPENDENT CONTRACTOR/AGENCY

- A. The Contractor is an independent contractor, providing services for the Department and the State of Montana. Neither the Contractor, nor any of his employees are employees of the Department under the contract, nor will they be considered employees of the Department under any subsequent amendment to this contract, unless otherwise expressed.
- B. The Contractor further agrees that in accordance with 39-71-401 and 39-71-405, MCA, he is responsible for workers' compensation coverage for his employees or, if he is entering into this contract as a sole proprietor or a member of a

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partnership, himself. Workers' Compensation coverage is not required where the Contractor who is a sole proprietor or a member of a partnership has received from the Workers' Compensation Division a written exemption from the requirements of 39-71-401, MCA. The Contractor agrees to provide the Department with proof of compliance with the relevant statutory provisions cited herein.

SECTION 26 VENUE

The parties agree that in the event of litigation concerning this contract, venue shall be in the First Judicial District in and for the County of Lewis & Clark, State of Montana.

SECTION 27 RESOLUTION OF CONTRACT DISPUTE

The parties agree that any dispute arising under this contract which is not disposed of by negotiation and agreement, shall be decided by the Department's director, or his designee, who shall commit his decision to writing and furnish a copy to the Contractor. The decision of the director shall be final. Pending final resolution of such dispute, whether by the director or the judicial process, the Contractor agrees to continue performance under this contract unless the Department requests the Contractor to discontinue such performance.

SECTION 28 MODIFICATIONS AND PREVIOUS AGREEMENTS

This instrument contains the entire contract between the parties and no statements, promises, or inducements made by either party or agents of either party that are not contained in this contract, shall be valid or binding. This contract may not be enlarged, modified, or altered except by written amendment. This contract consists of a Cover page, a Table of Contents page followed by 10 numbered pages.

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IN WITNESS THEREOF, the parties have executed this contract on the dates set out below.

MONTANA DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES

By: ______ Date ______

Jack D. Ellery, Administrator Economic Assistance Division

VCONTRACTORV

By: _____ Date ______

Title: _______ Date _______

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(rev. 6/82) CONTRACT SUMMARY* 84-012-20003-1 RESP. CENTER: SRS CONTACT PERSON: Leo J. Teleell 3. AMEND. NO. Square 5. CONTRACT PURPOSE: Renewal TYPE: Contract Amend. (date):_ **PAYMENT BASIS & AMOUNT:** Fixed cost: \$ Advance: \$ Actual cost: Unit cost: \$ Service code: Proj. no. units: Fed. I. D. or SSN: 9. TYPE OF ORGANIZATION: For Profit Non-Profit Other (specify): U.S. **FUNDING:** 10. TOTAL/ ADJUSTMENT **ORIGINAL** REVISED SOURCE NAME AMOUNT 1 SUPPLE. 2 AMOUNT Federal State 3rd Party In-Kind Other TOTAL \$ 1+2= 1 1. Allocation for the period from the contract starting date thru June 30. 2. Allocation for the period July 1 thru contract expiration date. The time period covered by (1) & (2) shall not exceed 12 mos. 3. To be used for amendments only; the amount is for memorandum purposes only. 11. CONTRACT PERIOD: 12. REMARKS: (Month) (Day) (Year) From: Through: DIVISION: DATE: 12/19/93 LEGAL UNIT: DATE: DIRECTOR: DATE: Refer to contract for details.

MONTANA DEPT. OF SOCIAL & REHABILITATION SERVICES

SRS-AD-59



Over-the-Counter Issuance

Whereas, the U. S. Postal Service (hereinafter, "Postal Service") and the U. S. Department of Agriculture have entered into an Agreement, dated, January 14, 1980, wherein the Postal Service indicates its willingness to provide food coupon issuance service, and the County/State (hereinafter, "County"/"State") wishes to utilize the services of the Postal Service for food coupon issuance, the Postal Service and the County now agree that:

Part I

The County will:

- 1. Issue to persons who are eligible to receive food coupons (hereinafter, "Participant") an identification card. The identification card shall include:
 - a. The name and a space for the signature of the Participant;
 - b. A space for the name and signature of the Participant's authorized representative for receiving food coupons.
- Provide Participants with Authorization-to-Participate cards (hereinafter, "ATP's"), each of which authorizes the Postal Service to issue food coupons (hereinafter, "coupons") to the Participant or the Participant's representative. Each ATP shall include:



- a. The name and address of the Participants;
- b. The total value of the coupons to be issued;
- c. The period during which the ATP is valid, placed conspicuously on the front of the ATP;
- d. A space, preferably on the front of the ATP, for the signature of the Participant or the representative, if any; and
- e. Blocks showing the number of each denomination of coupon books to be issued to the Participant.
- 3. Supply the Postal Service with blank forms for its use as needed for reporting purposes.
- 4. Pay the Postal Service a fee of \$1.65 per transaction.

 Each redeemed ATP returned by the Postal Service under this Agreement represents a single transaction. Payment of the fee will be made within 15 days after the receipt of the invoice (which will include any adjustments necessary due to the correction of previous invoices).
- of Agriculture, Food and Nutrition Service Form-250 (hereinafter, "FNS-250") filed by the Postal Service under this agreement and specify any irregularities therein to the postal reporting unit within 60 calendar days of the date of receipt of the FNS-250. The individual ATP with respect to which an irregularity

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is reported will accompany the irregularity report
to the postal reporting unit for Postal Service review
for a period normally not to exceed 15 calendar days,
except that any ATP needed for an investigation by the
Postal Service will be returned upon completion of
the investigation. Upon specific request by the
Postal Service, other ATP's submitted by the Postal
Service for the reporting period will be returned to the
postal reporting unit for a similar review period. Any
adjustments determined under Section 8 of Part II to be
owing will be paid promptly upon receipt of the Postal
Service invoice.

- 6. Arrange for the Postal Service to receive food coupons directly from USDA's designated supply agent. On a temporary basis in times of special need, the parties will explore and use other available sources of supply.
- 7. Rely upon the Postal Service for routine audits of the Food Coupon Program in post offices. Any necessary special investigations or audits will be done in coordination with the Postal Service.
- 8. Consult with the Postal Service concerning any proposed changes in practices relating to ATP design beyond the matters specified in Section 2 of this Part or relating to Postal Service acceptance of ATP's and issuance

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of coupons. All contacts between the parties relating to this Section, Section 6, and Section 8 of this Part will be made at the Postal Service Regional level.

Part II

The Postal Service will:

- 1. Maintain sufficient records, for a period of three years following the month of origin of the record, of coupons received, issued and on hand to maintain an audit trail. In cases where a USDA investigation of specific issuance sites is in progress, and upon written request from USDA to the Postal Service Records Officer, the Postal Service will retain the pertinent records as specified in the request until completion of the investigation.
- 2. Safeguard and protect coupons received.
- Provide the following service at mutually agreed upon
 Postal Service facilities between the hours of 10 A.M.
 and 3 P.M., Monday through Friday, excepting Postal
 Service holidays or emergencies when regular window
 service is not available and such other days as may
 be determined by prior agreement between the parties,
 and including such other days as may be mutually agreed
 upon:

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Issue coupons to each person who presents and surrender a current ATP, properly signed, and presents an Identification Card in proper form identifying the person as a Participant or an authorized representative. ATP's must be signed or a signature specimen be executed in the presence of the issuing postal employee. In cases where the Participant or the representative is unable to sign his name, the employee will witness the "X" mark by entering his initials beside the "X."

- 4. Supply to the County a list of all Postal Service facilities which have been authorized to issue coupons under the Agreement.
- 5. File with the County, not later than the 10th calendar day after the end of the monthly reporting period, a completed FNS-250 report covering each participating postal sectional center area or the entire County.
- 6. Return to the County, at agreed-upon intervals, each ATP received from a Participant.

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7. Review timely reports of irregularities in the FNS-250; provide the County/State a notice of correction of the FNS-250 upon verification by the Postal Service of reported irregularities; and indemnify the County for net shortages or bill the County for net overages promptly.

The Postal Service will make up deficiencies resulting from the use of forged, counterfeit, or altered ATP's only where such condition is obvious or results from the action of a postal employee.

8. Be responsible for losses of coupons (as a result of theft, negligence, or whatever cause) as follows:

The Postal Service will transfer to the County the face value of coupons verified by the Postal Service upon proper audit to have been received in accordance with this Agreement but neither exchanged for ATP's as reported in an FNS-250 report reconciled under this Agreement nor maintained in inventory, unless it is determined to the satisfaction of FNS that such coupons have been destroyed or are recovered before redemption. Audits shall be made as provided by Section 7 of Part I and Section 4 of Part III of this Agreement.

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This provision does not cover food coupons in the possession of the Postal Service as mail matter or losses as a result of misprinted or otherwise erroneously prepared ATP's.

9. In consultation with the County, reduce the number of coupon issuing outlets when a mail-out program is established.

Part III

- This Agreement shall become effective upon signature, shall be retroactive to July 1, 1983, and shall continue in force according to its terms until June 30, 1986 and may be amended or terminated as hereinafter provided.
- 2. Amendments of the Agreement shall be in writing, and shall become effective on the date fixed by the parties.
- 3. Either party may terminate this Agreement by serving upon the other a written notice of its intention to terminate. This Agreement shall be terminated 90 days after service of the notice, or at such later date as may be specified in the notice.

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Upon termination of this Agreement, a close-out audit 4. will be performed by the parties and the remaining coupons returned to the agency designated by the U. S. Department of Agriculture.

UNITED STATES POSTAL SERVICE

COUNTY

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RECEIVED

DEC -2 1783

UNITED STATES POSTAL SERVICE Western Regional Office San Bruno, CA 94099

ECCHOMIC ACSISTATICE

November 29, 1983

Mr. Lee J. Tickell
Deputy Administrator
Economic Assistance Division
Dept. Social & Rehabilitation Services
P. O. Box 4210
Helena. MT 59604

MA: 52,5

Dear Mr. Tickell:

The United States Postal Service and the United States Department of Agriculture entered into an Agreement for the Food Coupon Issuance Program on January 14, 1980. This document includes a provision requiring the U. S. Postal Service to conduct an annual cost study so that transaction fees can be adjusted every year if necessary.

Enclosed are copies of the Food Coupon Issuance Agreement to be executed by the Regional Postmaster General and State or County Agencies. The new fee of \$1.65 per transaction will be retroactive to July 1, 1983. Issuance for Agencies which have not signed the new contract will be terminated on January 1, 1984.

Please sign all three copies of the contract and return one copy to: Edward L. Broglio, General Manager, Customer Programs Division, Western Postal Region, WE611, San Bruno, CA 94099-0611. The original and the second copy are for your records. If you have any questions regarding the contract or would like to discuss mail issuance of food coupons, please contact our Retail Branch at (415) 876-9276 for assistance.

Sincerely.

Maurice (1) Johnson Regional Director

Customer Services Department

Enclosures

DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES RECEIVED



TED SCHWINDEN, GOVERNOR

NOV -2 1083

P.O. BOX 4210

ECONOMIC ASSISTANCE

HELENA, MONTANA 59604

October 31, 1983

TO:

John D. LaFaver, Director

Social & Rehabilitation Services

FROM:

Jack Ellery, Administrator/

Economic Assistance Division

RE:

DEPARTMENT EXCEPTION TO CONTRACT POLICY

STATE ASSUMPTION COUNTY FOOD STAMP ISSUANCE

POSTAL CONTRACT

Subject to ADM 1501-2 of the Department's Contract Manual, this Division requests an exception to ADM 1501-1, "required Clauses and Mandatory Language" in Department contracts, for "State Assumption" Counties Food Stamp Issuance United States Postal Service Contract (copy attached). This agreement has been negotiated by the Division with the US Postal Service for all the counties. As the cover letter indicates, the Postal Service will contract direct with each county. The Division will contract for and signoff on each "State Assumed" county The present format functionally complies Department's Contract Manual requirement.

The request for this exception is for the time period June 1, 1983 through June 30, 1984.

The contract and the request for an exception have been reviewed and approved by the Office of Legal Affairs.

Legal:

Approved

Director: Approved

Date

Lee J. Tickell

Randy Bowsher

L/35bvs

Attachment

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UNITED STATES POSTAL SERVICE Western Regional Office San Bruno, CA 94099

RECEIVED

OCT 1 1 1837

ECONOMIC ASSISTANCE

October 5, 1983

Mr. Gary Blewett, Director Division of Economic Assistance Dept. of Public Welfare P. O. Box 4210 Helena, MT 59604

Dear Mr. Blewett:

This refers to prior correspondence and telephone conversations between your staff and mine concerning the proper establishment of food coupon contracts for your counties.

Our Regional Counsel advises that we have no problem in contracting directly with the counties, but states that we should use our standard format that was used in contracting previously with the state of Montana. This standard contract reflects the agreement we entered into with the Department of Agriculture and may be unlike the contracts between states/counties with private companies.

The contracts should be made retroactive to June 1, 1983 following the termination of the prior contract with the state ending May 31, 1983 and reflecting the \$1.58 transaction fee in force at that time. Any discrepancies in transaction fees occuring during the interim can be worked out to our mutual satisfaction. A copy of that contract is attached for your review.

Please provide us a list of county food coupon administrators with their titles, mailing addresses and telephone numbers. We will prepare the contracts and send them out for signature. Any questions you or your staff have can be referred to our Regional Counsel, Lyman T. Johnston at (415) 876-9225 or John McNeil (415) 876-9276 of my staff.

Sincerely,

Edward L. Broglio

General Manager

Customer Programs Division

Attachment

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Over-the-Counter Issuance

Whereas, the U. S. Postal Service (hereinafter, "Postal Service") and the U. S. Department of Agriculture have entered into an Agreement, dated, January 14, 1980, wherein the Postal Service indicates its willingness to provide food coupon issuance service, and the State of Montana (hereinafter, "State") wishes to utilize the services of the Postal Service for food coupon issuance, the Postal Service and the State of Montana now agree that:

Part I

The State will:

- 1. Issue to persons who are eligible to receive food coupons (hereinafter, "Participant") an identification card. The identification card shall include:
 - a. The name and a space for the signature of the Participant;
 - b. A space for the name and signature of the Participant's authorized representative for receiving food coupons.
- Provide Participants with Authorization-to-Participate cards (hereinafter, "ATP's"), each of which authorizes the Postal Service to issue food coupons (hereinafter, "coupons") to the Participant or the Participant's representative. Each ATP shall include:

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- a. The name and address of the Participants;
- b. The total value of the coupons to be issued;
- c. The period during which the ATP is valid, placed conspicuously on the front of the ATP;
- d. A space, preferably on the front of the ATP, for the signature of the Participant or the representative, if any; and
- e. Blocks showing the number of each denomination of coupon books to be issued to the Participant.
- 3. Supply the Postal Service with blank forms for its use as needed for reporting purposes.
- 4. Pay the Postal Service a fee of \$1.42 per transaction.

 Each redeemed ATP returned by the Postal Service under this Agreement represents a single transaction. Payment of the fee will be made within 15 days after the receipt of the invoice (which will include any adjustments necessary due to the correction of previous invoices).
- 5. Review the Food Coupon Book Reports, U. S. Department of Agriculture, Food and Nutrition Service Form-250 (hereinafter, "FNS-250") filed by the Postal Service under this agreement and specify any irregularities therein to the postal reporting unit within 60 calendar days of the date of receipt of the FNS-250. The individual ATP with respect to which an irregularity

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is reported will accompany the irregularity report to
the postal reporting unit for Postal Service review for
a period normally not to exceed 15 calendar days, except
that any ATP needed for an investigation by the Postal
Services will be returned upon completion of the investigation. Upon specific request by the Postal Service,
other ATP's submitted by the Postal Service for the
reporting period will be returned to the postal reporting
unit for a similar review period. Any adjustments determined under Section 8 of Part II to be owing will be paid
promptly upon receipt of the Postal Service invoice.

- 6. Arrange for the Postal Service to receive food coupons directly from USDA's designated supply agent. On a temporary basis in times of special need, the parties will explore and use other available sources of supply.
- 7. Rely upon the Postal Service for routine audits of

 the Food Coupon Program in post offices. Any necessary
 special investigations or audits will be done in coordination with the Postal Service.
- 8. Consult with the Postal Service concerning any proposed changes in practices relating to ATP design beyond the matters specified in Section 2 of this Part or relating to Postal Service acceptance of ATP's and issuance of



of coupons. All contacts between the parties relating to this Section, Section 6, and Section 8 of this Part will be made at the Postal Service Regional level.

Part II

The Postal Service will:

- 1. Maintain sufficient records, for a period of three years following the month of origin of the record, of coupons received, issued and on hand to maintain an audit trail. In cases where a USDA investigation of specific issuance sites is in progress, and upon written request from USDA to the Postal Service Records Officer, the Postal Service will retain the pertinent records as specified in the request until completion of the investigation.
- 2. Safeguard and protect coupons received.
- Provide the following service at mutually agreed upon

 Postal Service facilities between the hours of 10 A.M.

 and 3 P.M., Monday through Friday, excepting Postal

 Service holidays or emergencies when regular window

 service is not available and such other days as may

 be determined by prior agreement between the parties,

 and including such other days as may be mutually agreed

 upon:

Issue coupons to each person who presents and surrender a current ATP, properly signed, and presents an Identification Card in proper form identifying the person as a Participant or an authorized representative. ATP's must be signed or a signature specimen be executed in the presence of the issuing postal employee. In cases where the Participant or the representative is unable to sign his name, the employee will witness the "X" mark by entering his initials beside the "X."

- 4. Supply to the State a list of all Postal Service facilities which have been authorized to issue coupons under the Agreement.
- 5. File with the State, not later than the 10th calendar day after the end of the monthly reporting period, a completed FNS-250 report covering each participating postal sectional center area or the entire State.
- 6. Return to the State, at agreed-upon intervals, each
 ATP received from a Participant.

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This provision does not cover food coupons in the possession of the Postal Service as mail matter or losses as a result of misprinted or otherwise erroneously prepared ATP's.

9. In consultation with the State, reduce the number of coupon issuing outlets when a mail-out program is established.

Part III

- 1. This Agreement shall become effective on June 1, 1980, and shall continue in force according to its terms until May 31, 1983, and may be amended or terminated as hereinafter provided.
- 2. Amendments of the Agreement shall be in writing, and shall become effective on the date fixed by the parties.
- 3. Either party may terminate this Agreement by serving upon the other a written notice of its intention to terminate.

 The Agreement shall be terminated 90 days after service of the notice, or at such later date as may be specified in the notice.





UNITED STATES POSTAL SERVICE Western Regional Office San Bruno, CA 94099

November 29, 1983

Mr. Verlin Gaskill Fergus County 308 Bank Electric Building Lewistown, MT 59457

Dear Mr. Gaskill:

The United States Postal Service and the United States Department of Agriculture entered into an Agreement for the Food Coupon Issuance Program on January 14, 1980. This document includes a provision requiring the U. S. Postal Service to conduct an annual cost study so that transaction fees can be adjusted every year if necessary.

Enclosed are copies of the Food Coupon Issuance Agreement to be executed by the Regional Postmaster General and State or County Agencies. The new fee of \$1.65 per transaction will be retroactive to July 1, 1983. Issuance for Agencies which have not signed the new contract will be terminated on January 1, 1984.

Please sign all three copies of the contract and return one copy to: Edward L. Brogʻlio, General Manager, Customer Programs Division, Western Postal Region, WE611, San Bruno, CA 94099-0611. The original and the second copy are for your records. If you have any questions regarding the contract or would like to discuss mail issuance of food coupons, please contact our Retail Branch at (415) 876-9276 for assistance.

Sincerely,

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Maurice/J./Johnson Regional Director

Customer Services Department

Enclosures

cc: Lee J. Tickell

Deputy Administrator

Economic Assistance Division

Dept. Social & Rehabilitation Services

P. 0. Box 4210 Helena, MT 59604



- The Postal Service agrees not to enter into subcontract for, assign or transfer any of the work comtemplated under this contract.
- The parties agree that in the event of litigation concerning 5. this agreement, venue shall be the U. S. District Court for the district of the State of Montana.

Upon termination of this Agreement, a close-out audit will be performed by the parties and the remaining coupons returned to the agency designated by the U. S. Department of Agriculture.

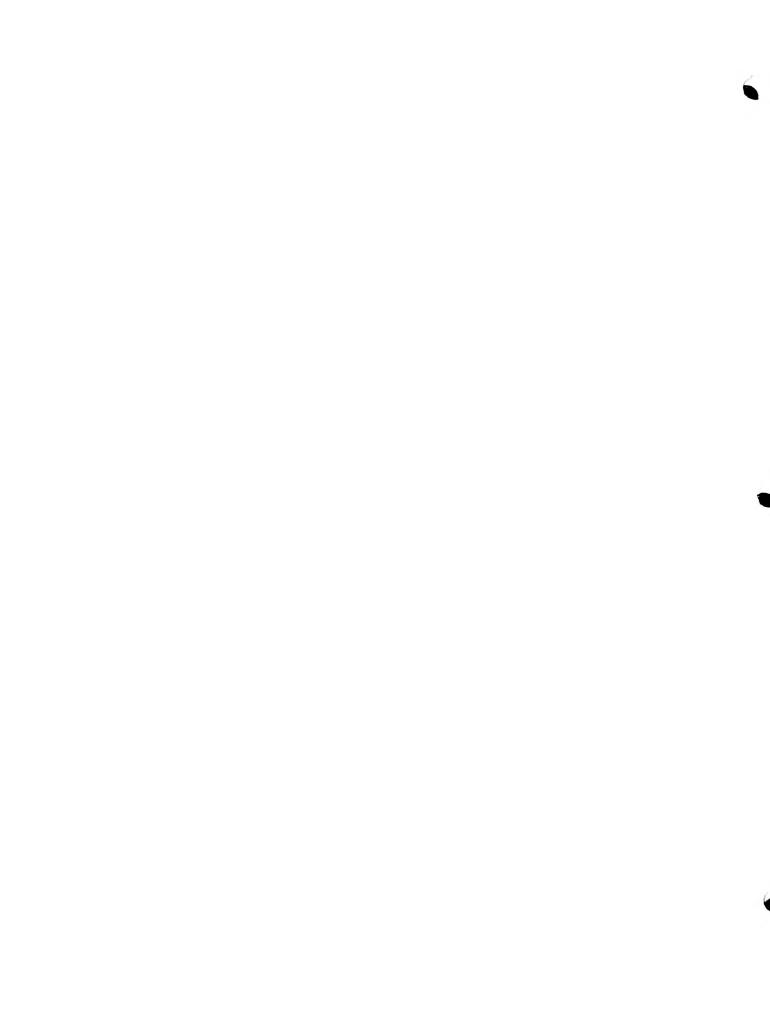
UNITED STATES POSTAL SERVICE

egional Postmaster Western Region

OF MONTANA

Carlson, Administrator Economic Assistance Division

Approved by Kniff P. Ollo Date 3-25-30 Approved for Legal Content by



- The Postal Service agrees not to enter into subcontract for, assign or transfer any of the work comtemplated under this contract.
- 5. The parties agree that in the event of litigation concerning this agreement, venue shall be the U. S. District Court for the district of the State of Montana.

Upon termination of this Agreement, a close-out audit will be performed by the parties and the remaining coupons returned to the agency designated by the U. S. Department of Agriculture.

UNITED STATES POSTAL SERVICE

Postmaster General

Western Region

SRS

BY

Carlson, Administrator Economic Assistance Division

Approved for Legal Content by



November 29, 1983

Ms. Wanda Stout Jefferson County P. O. Box H Boulder, MT 59632

Dear Ms. Stout:

The United States Postal Service and the United States Department of Agriculture entered into an Agreement for the Food Coupon Issuance Program on January 14, 1980. This document includes a provision requiring the U. S. Postal Service to conduct an annual cost study so that transaction fees can be adjusted every year if necessary.

Enclosed are copies of the Food Coupon Issuance Agreement to be executed by the Regional Postmaster General and State or County Agencies. The new fee of \$1.65 per transaction will be retroactive to July 1, 1983. Issuance for Agencies which have not signed the new contract will be terminated on January 1, 1984.

Please sign all three copies of the contract and return one copy to: Edward L. Broglio, General Manager, Customer Programs Division, Western Postal Region, WE611, San Bruno, CA 94099-0611. The original and the second copy are for your records. If you have any questions regarding the contract or would like to discuss mail issuance of food coupons, please contact our Retail Branch at (415) 876-9276 for assistance.

Sincerely,

alouce.

Maurice J. Johnson Regional Director

Customer Services Department

Enclosures

cc: Lee J. Tickell

Deputy Administrator

Economic Assistance Division

Dept. Social & Rehabilitation Services

P. O. Box 4210 Helena, MT 59604

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November 29, 1983

Ms. Delores M. Shelton Valley County P. O. Box 272 Glasgow, MT 59230

Dear Ms. Shelton:

The United States Postal Service and the United States Department of Agriculture entered into an Agreement for the Food Coupon Issuance Program on January 14, 1980. This document includes a provision requiring the U. S. Postal Service to conduct an annual cost study so that transaction fees can be adjusted every year if necessary.

Enclosed are copies of the Food Coupon Issuance Agreement to be executed by the Regional Postmaster General and State or County Agencies. The new fee of \$1.65 per transaction will be retroactive to July 1, 1983. Issuance for Agencies which have not signed the new contract will be terminated on January 1, 1984.

Please sign all three copies of the contract and return one copy to: Edward L. Brogʻlio, General Manager, Customer Programs Division, Western Postal Region, WE611, San Bruno, CA 94099-0611. The original and the second copy are for your records. If you have any questions regarding the contract or would like to discuss mail issuance of food coupons, please contact our Retail Branch at (415) 876-9276 for assistance.

Sincerely,

Maurice J. Johnson Regional Director

Customer Services Department

Enclosures

cc: Lee J. Tickell

Deputy Administrator

Economic Assistance Division

Dept. Social & Rehabilitation Services

P. 0. Box 4210

Helena, MT 59604



November 29, 1983

Mr. Emery Smith
Madison County
P. O. Box 75
Virginia City, MT 59755

Dear Mr. Smith:

The United States Postal Service and the United States Department of Agriculture entered into an Agreement for the Food Coupon Issuance Program on January 14, 1980. This document includes a provision requiring the U. S. Postal Service to conduct an annual cost study so that transaction fees can be adjusted every year if necessary.

Enclosed are copies of the Food Coupon Issuance Agreement to be executed by the Regional Postmaster General and State or County Agencies. The new fee of \$1.65 per transaction will be retroactive to July 1, 1983. Issuance for Agencies which have not signed the new contract will be terminated on January 1, 1984.

Please sign all three copies of the contract and return one copy to: Edward L. Broglio, General Manager, Customer Programs Division, Western Postal Region, WE611, San Bruno, CA 94099-0611. The original and the second copy are for your records. If you have any questions regarding the contract or would like to discuss mail issuance of food coupons, please contact our Retail Branch at (415) 876-9276 for assistance.

Sincerely,

Maurice J. Johnson Regional Director

Customer Services Department

Enclosures

cc: Lee J. Tickell

Deputy Administrator

Economic Assistance Division

Dept. Social & Rehabilitation Services

P. O. Box 4210 Helena, MT 59604

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November 29, 1983

Mr. J. T. Brownlee Roosevelt County Courthouse Building Wolf Point, MT 59201

Dear Mr. Brownlee:

The United States Postal Service and the United States Department of Agriculture entered into an Agreement for the Food Coupon Issuance Program on January 14, 1980. This document includes a provision requiring the U. S. Postal Service to conduct an annual cost study so that transaction fees can be adjusted every year if necessary.

Enclosed are copies of the Food Coupon Issuance Agreement to be executed by the Regional Postmaster General and State or County Agencies. The new fee of \$1.65 per transaction will be retroactive to July 1, 1983. Issuance for Agencies which have not signed the new contract will be terminated on January 1, 1984.

Please sign all three copies of the contract and return one copy to: Edward L. Broglio, General Manager, Customer Programs Division, Western Postal Region, WE611, San Bruno, CA 94099-0611. The original and the second copy are for your records. If you have any questions regarding the contract or would like to discuss mail issuance of food coupons, please contact our Retail Branch at (415) 876-9276 for assistance.

Sincerely,

Maurice J. Johnson Regional Director

Customer Services Department

Enclosures

cc: Lee J. Tickell

Deputy Administrator

Economic Assistance Division

Dept. Social & Rehabilitation Services

P. 0. Box 4210

Helena, MT 59604



December 22, 1982

Mr. Gary Blewett, Director Division of Economic Assistance Department of Public Welfare 801 North Last Chance Gulch P. O. Box 4210 Helena, MT 59604

Dear Mr. Blewett:

The current agreement between the United States Department of Agriculture (USDA) and the United States Postal Service (USPS) stipulates that USPS will conduct an annual cost study of the Food Stamp Program so that transaction fees can be adjusted.

The Postal Service has completed the cost study and notified USDA that the transaction fee for the balance of Postal Fiscal Year 1983 will be \$1.58 per transaction. Accordingly, the Food Coupon Issuance Agreement executed by the Regional Postmaster General and the State or County Agencies is to be amended.

Enclosed are three copies of the Over-the-Counter Issuance Agreement, Amendment 3, to be signed by the State/County Administrator. The new fee of \$1.58 per transaction will be effective March 1, 1983. Issuance service for Agencies which have not signed and returned the Amendment will be terminated 90 days after March 1, 1983.

Please return one signed copy to the General Manager, Customer Programs Division, Western Postal Region, WE611, San Bruno, CA 94099-0610. The other copies are for your records. If you have any questions regarding the contract or would like to discuss mail issuance of food coupons, please contact our Retail Branch at (415-876-9276) for assistance.

Sincerely,

Maurice J. Johnson Regional Director

Customer Services Department

Enclosures

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AMENDMENT NO. 3

The Food Coupon Issuance Agreement which the parties signed in 1980 is hereby amended effective March 1, 1983 to increase the fee set forth in the first sentence of Section 4 of Part I from \$1.53\$ to \$1.58 per transaction. All other elements of the Agreement remain the same.

UNITED STATES POSTAL SERVICE	
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Régional Postmaster General Western Region	
COUNTY OF	
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AMENDMENT NO. 3

The Food Coupon Issuance Agreement which the parties signed in 1980 is hereby amended effective March 1, 1983 to increase the fee set forth in the first sentence of Section 4 of Part I from \$1.53 to \$1.58 per transaction. All other elements of the Agreement remain the same.

UNITED STATES POSTAL SERVICE
Regional Postmaster General Western Region
western Region
COUNTY OF
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AMENDMENT NO. 3

The Food Coupon Issuance Agreement which the parties signed in 1980 is hereby amended effective March 1, 1983 to increase the fee set forth in the first sentence of Section 4 of Part I from \$1.53 to \$1.58 per transaction. All other elements of the Agreement remain the same.

UNITED STATES POSTAL SERVICE	
Blaves	
Regional Postmaster General Mestern Region	
COUNTY OF	
BY	



February 25, 1982

Mr. Gary Blewett, Director (FS Supr.) Division of Economic Assistant Dept. of Public Welfare 801 North Last Church Gulch 2. 0. Box 4210 Helana, NT 59604

Dear Mr. Blewett:

Further reference is made to our letter to you dated September 30, 1981 notifying your agency of Amendment No. 1 to the Over-the-Counter Issuance of Food Coupon Agreement whereby we changed the fee in Section 4 of Part I from \$1.42 to \$1.71 per transaction. This has not yet been ratified by your agency although it was effective November 1, 1981 and you have been accepting our billings.

However, a later review by the U. S. Postal Service and the U. S. Department of Agriculture identified certain questionable cost elements/factors charged to the Food Coupon Program that were revised or eliminated thereby reducing the fee for the Government Fiscal Year 1982 from \$1.71 to \$1.53 for OTC transactions.

We have requested our Management Sectional Centers that bill your agency to roll back the fee charged to your state/county from \$1.71 to \$1.53 per transaction and to retroactively adjust the overpayments charged since Novaeber 1, 1981.

-Although the \$1.53 fee is deemed to be effective November 1, 1981, we are enclosing three copies of Amendment No. 2 to the Over-the-Counter Issuance Agreement to be signed by the State/County Administrator.

Please raturn one signed copy to the General Hanager, Customer Programs Division, Western Postal Region, ME611, San Brune, CA 94099-0619. The other copies are for your records. Contact our Retail Branch at (415) 875-9276 if you have questions.

Sincerely,

William H. Gordon Regional Director Customer Services Department

Enclosures

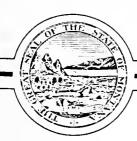
AMENDMENT NO. 2

The Food Coupon Issuance Agreement which the parties signed in 1980 is retroactively amended effective October 3, 1981 to decrease to fee set forth in Amendment No. 1 relative to the first sentence of Section 4 of Part I from \$1.71 to \$1.53 per transaction. All other elements of the Agreement remain the same.

UNITED STATES POSTAL SERVICE BY
Regional Postmaster Carral Western Region
COUNTY OF
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DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES



TED SCHWINDEN, GOVERNOR

STATE OF MONTANA

July 16, 1985

John McNeil Customer Programs Division United States Postal Service Western Regional Office San Brueno, CA 94099-0001

RE: Food Stamp Issuance Contract Amendment

Dear Mr. McNeil:

Enclosed is a signed copy of Amendment No. 5 to the Food Stamp Issuance contract between the U.S. Postal Service and the Department of SRS for the Deer Lodge County Program. Payment for June transactions will be at the increased rate.

Sincerely,

Lee S. Tickell

Deputy Administrator

Economic Assistance Division

CEF/MC/026

Enclosures

Charlotte Fuson

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AMENDMENT NO. 5

The Food Coupon Issuance Agreement which the parties signed in 1983 is hereby amended to increase the fee set forth in the first sentence of Section 4 of Part I from \$1.65 to \$1.72 per transaction effective June 1, 1985, and from \$1.72 to \$1.82 per transaction effective October 1, 1985.

UNITED STATES POSTAL SERVICE

RΥ

Regional Postmaster General

Western Region

COUNTY OF:

ВΥ

DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES



TED SCHWINDEN, GOVERNOR

P.O. BOX 4210

STATE OF MONTANA

November 4, 1983

HELENA MONTANA 59604

Edward L. Broglio General Manager U.S. Postal Service Western Regional Office San Bruno, CA 94099

RE: Food Stamp Issuance Contracts

Dear Mr. Broglio:

As requested in your letter dated October 5, 1983, enclosed is a list of the six Montana counties that will require a contact with the U.S. Postal Service for food stamp issuance services. For your information, the Deer Lodge Welfare Office is now administered by the State office, so the contract for that county will be negotiated through this office.

The counties have been advised that your office will be contracting directly with each county. As soon as our office receives a copy of the final contract, reimbursement will be made retroactive to July 1, 1983.

In order to effect the rate increase prior to July, 1983, we will need you to send us an amendment to the contract in force at the time. The amendment will need to have the effective date of the increase. Please send this to our office as soon as possible so the correct reimbursement can be made.

Sincerely,

Zee (j. Tickell

Deputy Administrator

Economic Assistance Division

TH3/c

Enclosure

cc: Charlott Fuson Randy Bowsher

Fergus County 308 Bank Electric Building Lewistown, MT 59457 Verlin Gaskill 538-7468

Jefferson County Box H Boulder, MT 59632 Wanda Stout 225-3327

Madison County
Box 75
Virginia City, MT 59755
Emery Smith
843-5361

Roosevelt County Courthouse Building Wolf Point, MT 59201 J. T. Brownlee 653-1590, Ext. 32

Valley County
Box 272
Glasgow MT 59230
Delores M. Shelton
228-2489

Deer Lodge County Lee J. Tickell Department of SRS Box 4210 Helena, MT 59601 449-4545

TH3/b

Jack



Food and Nutrition Service RECEIVED

APR -5 1985

ECONOMIC ASSISTANCE

Mountain Plains Region E I V E []

MAR 25 1995

ECONOMIC ASSISTANCE

2420 West 26th Avenue Denver, CO 80211 MPFN-200:FS 10-3

MAR 2 2 1985

RECEIVED

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DIRECTORS OFFI**CE**

Mr. David M. Lewis, Director Social and Rehabilitation Services Attention: Mr. Jack D. Ellery, Administrator

P.O. Box 4210 Helena, Montana 59604

Dear Mr. Lewis:

Subject: Family Nutrition Programs - U. S. Postal Service Transaction Fee

The U. S. Postal Service (USPS) has updated its Fiscal Year 1985 costs associated with the over-the-counter issuance of food stamps.

For the balance of Fiscal Year 1985 the fee will be \$1.72 per transaction. This is an increase of seven cents over the transaction fee for Fiscal Year 1984. The fee will be \$1.82 per transaction for Fiscal Year 1986. Usually, updates by the USPS take effect at the beginning of the Fiscal Year. However, this year their labor contract expired and they were unable to determine costs on a normal schedule.

Please advise your local offices using over-the-counter issuance of the new transaction fees. Your office may proceed to amend your agreement to reflect the new transaction fees as soon as possible.

If you have any questions, please let us know. Your continued cooperation is appreciated.

Sincerely,

ALLAN C. NICKELS Regional Director

Family Nutrition Programs



Food and Nutrition Service Mountain RECEPHAMS Region

050 -5 1083

ELOHOLIE ASSISTANCE

2420 West 26th Avenue Denver, CO 80211 MPFN-200:FS 9-4-3

NOV 3 9 1983

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Mr. John LaFaver, Director Social and Rehabilitation Services P. O. Box 4210 Helena, Montana 59604

Dear Mr. LaFaver:

Subject: Family Nutrition Programs - Postal Service Transaction Fee

This is to advise you that the Postal Service's fee for over the counter issuance of food stamps will be \$1.65 per transaction in Fiscal Year 1984

We are sorry to be so late in advising you of this, but we have just recently been notified of the increase.

We appreciate your continued cooperation.

Sincerely,

ALLAN C. NICKELS Regional Director

Family Nutrition Programs

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UNITED STATES POSTAL SERVICE

Western Regional Office San Bruno, CA 94099-0001

May 26, 1983

Mr. Lee J. Tickell
Deputy Administrator
Economic Assistance Division
Department of Social & Rehabilitation Services
State of Montana
P. O. Box 4210
Helena, MT 59604

Dear Mr. Tickell:

This refers to your letter to us dated May 2, 1983 concerning the status of the contract between the State of Montana and the United States Postal Service.

We apologize for the delay in processing the Montana State version of the Food Coupon Over-the-Counter Issuance Agreement you recommended. Our review should be consummated in the near future and sent to you for the state's consideration.

During the interim we propose to continue serving your recipients as we are presently doing with the necessary adjustments to be made when the agreement has been completed.

Sincerely,

Darwin E. Sharp

Acting General Manager

Customer Programs Division

DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES



TED SCHWINDEN, GOVERNOR

PO. BOX 4210

STATE OF MONTANA

HELENA, MONTANA 59604

May 2, 1933

J.A. Ryan, General Manager Customer Programs Division U.S. Postal Service San Bruno, CA 94099-0610

RE: Food Stamp Issuance Contracts

Dear Mr. Ryan:

Seven Montana counties subcontract the food stamp issuance services to the Postal Service. In July, 1982, contracts from these counties were sent for your review and signature.

Mr. John McNeil called Charlotte Fuson of my staff and advised that Postal Service legal staff would be corresponding with us on the contract provisions that were unacceptable. As this information has not been received, I am requesting you send a copy of the proposed Postal Service contract for our review. We would appreciate receiving this as soon as possible as the increase in reimbursement will not be made until a contract is negotiated.

If you have any questions on this please call Charlotte Fuson at (406) 449-4540.

Sincerely,

Lee J Tickell, Deputy Administrator

Economic Assistance Division

CF/nlf

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Reply to

Attn. of: PA-216

JAN 1 7 1983

• Subject:

FNP- U.S. Postal Service Transaction Fee

To:

ALL REGIONAL DIRECTORS FAMILY NUTRITION PROGRAMS

Attached for your information is a copy of the letter from Mr. William B. Thomas, General Manager, Delivery and Retail Policy Division concerning the new transaction fee for over-the-counter issuance of food coupons. Please advise your States using over-the-counter issuance of the new fee of \$1.58 per transaction. We requested from the Postal Service a copy of their cost study which supported the increased from \$1.53 to \$1.58 for our review.

As we mentioned in our San Antonio, Texas meeting, we would like to receive from each Region, agenda items for our forthcoming meeting with the Postal Service. We are still missing responses from some of the Regions. We would appreciate it if you could provide us with your input as soon as possible.

- Your cooperation is appreciated.

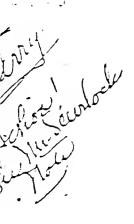
H. A. SCURLOCK

Director

Program Accountability Division

Attachment

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UNITED STATES POSTAL SERVICE 475 L'Enfant Plaza, SW Washington, DC 20250

9 DEC 1382

Mr. Virgil Conrad
Deputy Administrator
Family Nutrition Program
500 12th Street, S.W.
Washington, D.C. 20250

Dear Mr. Conrad:

The Economics and Cost Benefits Division has completed an update of costs related to the over-the-counter issuance of food coupons.

The update is prepared on the assumption that there is no procedural change in food coupon handling. The new fee for this service will be \$1.58 for each transaction.

Please feel free to contact me if you have any questions.

Sincerely,

William B. Thomas, General Manager Delivery and Retail Policy Division

Delivery Services Department

SRŚ-AD-59 (rev. 6/82)

MONTANA DEPT. OF SOCIAL & REHABILITATION SERVICES <u>CONTRACT SUMMARY*</u>

1. CONTRACT NO: 84-012-20003-1 2.	RESP. CENTER: 8506/12
	SRS CONTACT PERSON: Lee J. Tickell
5. CONTRACT PURPOSE: Postal Issuance of Fo	MIC ASSISTATUL od Stamps
6. TYPE: X Contract New	Renewal X Amend. (date): June 1, 1985
7. CONTRACTOR:	8. PAYMENT BASIS & AMOUNT:
U. S. Postal Services	Advance: \$ Fixed cost: \$
Western Regional Office - San Bruno CA 94	9 Unit cost: \$ Actual cost: \$
(ADDRESS)	Service code: Proj no mits:
(PHDNE) Fed. I. D. or SSN:	Service code: Proj. no. ##################################
	SIS 17 E
9. TYPE OF ORGANIZATION: For S. Government	Profit Non-Profit
10. FUNDING:	
ORIGINAL ADJUS	MENT REVISED
AMOUNT SUPPLE, 2 I+ or Sederal OPEN	
State OPEN	OPEN.
3rd Party In-Kind	
Other	
TOTAL \$	
Allocation for the period from the contract starting date thru	1+2 = ↑
2. Allocation for the period July 1 thru contract expiration de	te. The time period covered by (1) & (2) shall not exceed 12 mos.
3. To be used for amendments only; the amount is for memorar	
11. CONTRACT PERIOD: (Month) Day) Year)	12. REMARKS: Section 4 Part 1 from \$1.65 to \$1.72 per transaction effective June 1,
From: 07 01 83	1985; from \$1.72 to \$1.72 to \$1.82 per
Through: 05-2415461 : 200620 1462 1/2208614	transaction effective October 1, 1985.
CAE OBT GONDUS	RENCE:
DIVISION: See Cubile	DATE: 7-19-85
LEGAL UNIT:	DATE: 7-19-85 DATE: 73135
IRECTOR:	DATE:
* Refer to contract for details.	

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OVER-THE-COUNTER ISSUANCE

AMENDMENT NO. 5

The Food Coupon Issuance Agreement which the parties signed in 1980 is hereby amended to increase the fee set forth in the first sentence of Section 4 of Part I from \$1.65 to \$1.72 per transaction effective June 1, 1985, and from \$1.72 to \$1.82 per transaction effective October 1, 1985.

UNITED STATES POSTAL SERVICE

ВΥ

Regional Postmaster General

Western Region

STATE OF:

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Whereas, the U. S. Postal Service (hereinafter, "Postal 1833 Service") and the U. S. Department of Agriculture have ASSISTANCE entered into an Agreement, dated, January 14, 1980, wherein the Postal Service indicates its willingness to provide food coupon issuance service, and the County/State (hereinafter, "County"/"State") wishes to utilize the services of the Postal Service for food coupon issuance, the Postal Service and the County/State now agree that:

Part I

The County/State will:

- 1. Issue to persons who are eligible to receive food coupons (hereinafer, "Participant") an identification card. The identification card shall include:
 - a. The name and a space for the signature of the Participant;
 - b. A space for the name and signature of the Participant's authorized representative for receiving food coupons.
- Provide Participants with Authorization-to-Participate cards (hereinafter "ATP's"), each of which authorizes the Postal Service to issue food coupons (hereinafter, "coupons") to the Participant or the Participant's representative. Each ATP shall include:

- a. The name and address of the Participants;
- b. The total value of the coupons to be issued;
- c. The period during which the ATP is valid, placed conspicuously on the front of the ATP;
- d. A space, preferably on the front of the ATP, for the signature of the Participant or the representative, if any; and
- e. Blocks showing the number of each denomination of coupon books to be issued to the Participant.
- 3. Supply the Postal Service with blank forms for its use as needed for reporting purposes.
- 4. Pay the Postal Service a fee of \$1.42 per transaction.

 Each redeemed ATP returned by the Postal Service under this Agreement represents a single transaction. Payment of the fee will be made within 15 days after the receipt of the invoice (which will include any adjustments necessary due to the correction of previous invoices).
- 5. Review the Food Coupon Book Reports, U. S. Department of Agriculture, Food and Nutrition Service Form-250 (hereinafter, "FNS-250") filed by the Postal Service under this agreement and specify any irregularities therein to the postal reporting unit within 60 calendar days of the date of receipt of the FNS-250. The individual ATP with respect to which an irregularity

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is reported will accompany the irregularity report to the postal reporting unit for Postal Service review for a period normally not to exceed 15 calendar days, except that any ATP needed for an investigation by the Postal Service will be returned upon completion of the investigation. Upon specific request by the Postal Service, other ATP's submitted by the Postal Service for the reporting period will be returned to the postal reporting unit for a similar review period. Any adjustments determined under Section 8 of Part II to be owing will be paid promptly upon receipt of the Postal Service invoice.

- 6. Arrange for the Postal Service to receive food coupons directly from USDA's designated supply agent. On a temporary basis in times of special need, the parties will explore and use other available sources of supply.
- 7. Rely upon the Postal Service for routine audits of the Food Coupon Program in post offices. Any necessary special investigations or audits will be done in coordination with the Postal Service.
- 8. Consult with the Postal Service concerning any proposed changes in practices relating to ATP design beyond the matters specified in Section 2 of this Part or relating to Postal Service acceptance of ATP's and issuance

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of coupons. All contacts between the parties relating to this Section, Section 6, and Section 8 of this Part will be made at the Postal Service Regional level.

Part II

The Postal Service will:

- Maintain sufficient records, for a period of three years following the month of origin of the record, of coupons received, issued and on hand to maintain an audit trail. In cases where a USDA investigation of specific issuance sites is in progress, and upon written request from USDA to the Postal Service Records Officer, the Postal Service will retain the pertinent records as specified in the request until completion of the investigation.
- 2. Safeguard and protect coupons received.
- Provide the following service at mutually agreed upon Postal Service facilities between the hours of 10 A.M. and 3 P.M., Monday through Friday, excepting Postal Service holidays or emergencies when regular window service is not available and such other days as may be determined by prior agreement between the parties, and including such other days as may be mutually agreed upon:

		(

Issue coupons to each person who presents and surrenders a current ATP, properly signed, and presents an Identification Card in proper form identifying the person as a participant or an authorized representataive. ATP's must be signed or a signature specimen be executed in the presence of the issuing postal employee. In cases where the Participant or the representative is unable to sign his name, the employee will witness the "X" mark by entering his intials beside the "X".

- 4. Supply to the County/State a list of all Postal Service facilities which have been authorized to issue coupons, under the Agreement.
- 5. File with the County/State, not later than the 10th calendar day after the end of the monthly reporting period, a completed FNS-250 report covering each participaing postal sectional center area or the entire County/State.
- 6. Return to the County/State, at agreed-upon intervals, each ATP received from a Participant.

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7. Review timely reports of irregularities in the FNS-250; provide the County/State a notice of correction of the FNS-250 upon verification by the Postal Service of reported irregularities; and indemnify the County/State for net shortages or bill the County/State for net overages promptly.

The Postal Service will make up deficiencies resulting from the use of forged, counterfeit, or altered ATP's only where such condition is obvious or results from the action of a postal employee.

8. Be responsible for losses of coupons (as a result of theft, negligence, or whatever cause) as follows:

The Postal Service will transfer to the County/
State the face value of coupons verified by the
Postal Service upon proper audit to have been
received in accordance with this Agreement but
neither exchanged for ATP's as reported in an
FNS-250 report reconciled under this Agreement nor
maintained in inventory, unless it is determined to
the satisfaction of FNS that such coupons have been
destroyed or are recovered before redemption.
Audits shall be made as provided by Section 7 of
Part I and Section 4 of Part III of this Agreement.

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This provision does not cover food coupons in the possession of the Postal Service as mail matter or losses as a result of misprinted or otherwise erroneously prepared ATP's.

9. In consultation with the County/State, reduce the number of coupon issuing outlets when a mail-out program is established.

Part III

- 1. This Agreement shall become effective on June 1, 1980 and shall continue in force according to its terms until amended or terminated as hereinafter provided.
- 2. Amendments of the Agreement shall be in writing, and shall become effective on the date fixed by the parties.
- 3. Either party may terminate this Agreement by serving upon the other a written notice of its intention to terminate. This agreement shall be terminated 90 days after service of the notice, or at such later date as may be specified in the notice.

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4. Upon termination of this Agreement, a close-out audit will be performed by the parties and the remaining coupons returned to the agency designated by the U.S. Department of Agriculture.

UNITED STATES POSTAL SERVICE

ВΥ

Regional Postmaster General

Western Region

COUNTY/STATE

RΥ

7-30-85

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UNITED STATES POSTAL SERVICE Western Regional Office San Bruno, CA 94099_06]]

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RECEIVED

APR 12 1085

ECONOMIC ASSISTANCE

April 9, 1985

Mr. Lee J. Tickell Deer Lodge County Department of SRS Box 4210 Helena, MT 59601

Dear Mr. Tickell:

The current agreement between the United States Department of Agriculture (USDA) and the United States Postal Service (USPS) stipulates that USPS will conduct an annual cost study of the Food Stamp Program so that transaction fees can be adjusted.

We normally attempt to update the fees to become effective concurrent with the Postal Service Fiscal Year in October. Because we did not have a labor contract we were unable to determine costs and thus the new fee for FY 1985. With the recent arbitrator's decision, we have now updated our cost study and notified the USDA.

The transaction fee for the balance of Postal Fiscal Year 1985 will be \$1.72 per transaction, and for FY 1986 it will be \$1.82 per transaction. Accordingly, the Food Coupon Issuance Agreement executed by the Regional Postmaster General and the State or County Agencies is to be amended.

Enclosed are three copies of the Over-the-Counter Issuance Agreement, Amendment 5, to be signed by the State/County Administrator. The new fees of \$1.72 per transaction will be effective June 1, 1985 and \$1.82 per transaction effective October 1, 1985. Issuance service for Agencies which have not signed and returned the Amendment will be considered for termination 90 days after June 1, 1985.

Please return one signed copy to the General Manager, Customer Programs Division, Western Postal Region, WE611, San Bruno, CA 94099-0610. The other copies are for your records. If you have any questions regarding the contract or would like to discuss mail issuance of food coupons, please contact our Retail Branch at 415-876-9276 for assistance.

Sincerely.

Maurice J. Johnson Regional Director

Customer Services Department

Enclosures

Whereas, the U. S. Postal Service (hereinafter, "Postal Service") and the U. S. Department of Agriculture have entered into an Agreement, dated, January 14, 1980, wherein the Postal Service indicates its willingness to provide food coupon issuance service, and the County/State (hereinafter, "County"/"State") wishes to utilize the services of the Postal Service for food coupon issuance, the Postal Service and the County now agree that:

Part I

The County will:

- 1. Issue to persons who are eligible to receive food coupons (hereinafter, "Participant") an identification card. The identification card shall include:
 - a. The name and a space for the signature of the Participant;
 - b. A space for the name and signature of the Participant's authorized representative for receiving food coupons.
- 2. Provide Participants with Authorization-to-Participate cards (hereinafter, "ATP's"), each of which authorizes the Postal Service to issue food coupons (hereinafter, "coupons") to the Participant or the Participant's representative. Each ATP shall include:

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- a. The name and address of the Participants;
- b. The total value of the coupons to be issued;
- c. The period during which the ATP is valid, placed conspicuously on the front of the ATP;
- d. A space, preferably on the front of the ATP, for the signature of the Participant or the representative, if any; and
- e. Blocks showing the number of each denomination of coupon books to be issued to the Participant.
- 3. Supply the Postal Service with blank forms for its use as needed for reporting purposes.
- 4. Pay the Postal Service a fee of \$1.65 per transaction.

 Each redeemed ATP returned by the Postal Service under this Agreement represents a single transaction. Payment of the fee will be made within 15 days after the receipt of the invoice (which will include any adjustments necessary due to the correction of previous invoices).
- 5. Review the Food Coupon Book Reports, U. S. Department of Agriculture, Food and Nutrition Service Form-250 (hereinafter, "FNS-250") filed by the Postal Service under this agreement and specify any irregularities therein to the postal reporting unit within 60 calendar days of the date of receipt of the FNS-250. The individual ATP with respect to which an irregularity

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is reported will accompany the irregularity report
to the postal reporting unit for Postal Service review
for a period normally not to exceed 15 calendar days,
except that any ATP needed for an investigation by the
Postal Service will be returned upon completion of
the investigation. Upon specific request by the
Postal Service, other ATP's submitted by the Postal
Service for the reporting period will be returned to the
postal reporting unit for a similar review period. Any
adjustments determined under Section 8 of Part II to be
owing will be paid promptly upon receipt of the Postal
Service invoice.

- 6. Arrange for the Postal Service to receive food coupons directly from USDA's designated supply agent. On a temporary basis in times of special need, the parties will explore and use other available sources of supply.
- 7. Rely upon the Postal Service for routine audits of the Food Coupon Program in post offices. Any necessary special investigations or audits will be done in coordination with the Postal Service.
- 8. Consult with the Postal Service concerning any proposed changes in practices relating to ATP design beyond the matters specified in Section 2 of this Part or relating to Postal Service acceptance of ATP's and issuance

of coupons. All contacts between the parties relating to this Section, Section 6, and Section 8 of this Part will be made at the Postal Service Regional level.

Part II

The Postal Service will:

- 1. Maintain sufficient records, for a period of three years following the month of origin of the record, of coupons received, issued and on hand to maintain an audit trail. In cases where a USDA investigation of specific issuance sites is in progress, and upon written request from USDA to the Postal Service Records Officer, the Postal Service will retain the pertinent records as specified in the request until completion of the investigation.
- 2. Safeguard and protect coupons received.

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Provide the following service at mutually agreed upon Postal Service facilities between the hours of 10 A.M. and 3 P.M., Monday through Friday, excepting Postal Service holidays or emergencies when regular window service is not available and such other days as may be determined by prior agreement between the parties, and including such other days as may be mutually agreed upon:

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Issue coupons to each person who presents and surrender a current ATP, properly signed, and presents an Identification Card in proper form identifying the person as a Participant or an authorized representative. ATP's must be signed or a signature specimen be executed in the presence of the issuing postal employee. In cases where the Participant or the representative is unable to sign his name, the employee will witness the "X" mark by entering his initials beside the "X."

- 4. Supply to the County a list of all Postal Service facilities which have been authorized to issue coupons under the Agreement.
- calendar day after the end of the monthly reporting period, a completed FNS-250 report covering each participating postal sectional center area or the entire County.
- 6. Return to the County, at agreed-upon intervals, each ATP received from a Participant.

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7. Review timely reports of irregularities in the FNS-250; provide the County/State a notice of correction of the FNS-250 upon verification by the Postal Service of reported irregularities; and indemnify the County for net shortages or bill the County for net overages promptly.

The Postal Service will make up deficiencies resulting from the use of forged, counterfeit, or altered ATP's only where such condition is obvious or results from the action of a postal employee.

8. Be responsible for losses of coupons (as a result of theft, negligence, or whatever cause) as follows:

The Postal Service will transfer to the County the face value of coupons verified by the Postal Service upon proper audit to have been received in accordance with this Agreement but neither exchanged for ATP's as reported in an FNS-250 report reconciled under this Agreement nor maintained in inventory, unless it is determined to the satisfaction of FNS that such coupons have been destroyed or are recovered before redemption. Audits shall be made as provided by Section 7 of Part I and Section 4 of Part III of this Agreement.

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This provision does not cover food coupons in the possession of the Postal Service as mail matter or losses as a result of misprinted or otherwise erroneously prepared ATP's.

9. In consultation with the County, reduce the number of coupon issuing outlets when a mail-out program is established.

Part III

- This Agreement shall become effective upon signature, shall be retroactive to July 1, 1983, and shall continue in force according to its terms until June 30, 1986 and may be amended or terminated as hereinafter provided.
- 2. Amendments of the Agreement shall be in writing, and shall become effective on the date fixed by the parties.
- Either party may terminate this Agreement by serving when the same reports in an FRE-RE report upon the other a written notice of its intention to terminate. This Agreement shall be terminated 90 days after service of the notice, or at such later date as may be specified in the notice.

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Upon termination of this Agreement, a close-out audit 4. will be performed by the parties and the remaining coupons returned to the agency designated by the U. S. Department of Agriculture.

UNITED STATES POSTAL SERVICE

Regional Postmaster General Western Région

COUNTY, Midison

BY Gmeny C. E Simit-

DEER LODGE COUNTY, MONTANA

FOOD COUPON ISSUANCE AGREEMENT/AMENDMENT

OVER-THE-COUNTER ISSUANCE

Part I.4 of the Agreement between the United States Postal Service and Deer Lodge County, Montana is amended as follows:

I.4 Pay the Postal Service a fee of \$2.01 per transaction effective October 1, 1987. Each redeemed ATP returned by the Postal Service under this Agreement represents a single transaction. Payment of the fee will be made within 15 days after the receipt of the invoice (which will include any adjustments necessary due to the correction of previous invoices).

All other elements of the agreement remain the same.

UNITED STATES POSTAL SERVICE

		·
Andrew S.	Walker	
Assistant	Postmaster	General
Delivery	Services De	epartment

ludius S. Wall

Date 8-9-87

COUNTY OF DEER LODGE

Date____

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DEPARTMENT OF HEALTH & HUMAN SERVICES

Social Security Administration Office of the Regional Commissioner

Region VIII Eederal Office Building ₩961 Stout Street Denver CO 80294

Ms. Gail Gray, Director Department of Social and Rehabilitation Services P.O. Box 8005 Helena, Montana 59604

DIRECTORS OFFICE

Dear Ms. Gray:

Enclosed is your copy of the Memorandum of Understanding between the Social Security Administration and the Economic Assistance Division of the Montana State Department of Social and Rehabilitation Services. Thank you for your cooperation in this matter.

Sincerely,

Leza Gooden

Regional Commissioner

Enclosure

New Files
Back of 2nd hower 88
Titles " SSA Memorandum OF UNDERSTANDING. APRIC 1,1988

MEMORANDUM OF UNDERSTANDING BETWEEN SOCIAL SECURITY ADMINISTRATION

AND

THE STATE OF MONTANA
DIVISION OF ECONOMIC ASSISTANCE
DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES

The undersigned representative of the Social Security Administration (SSA) and State of Montana agree to the following arrangements for the assignment of Social Security numbers to applicants and recipients of aid or assistance provided by the State pursuant to the State's plan approved under title IV-A and title XIX of the Social Security Act, as amended, and title VII of the Food Stamp Act.

A. The State of Montana shall:

- 1. Obtain full and complete applications for a Social Security number from every applicant for AFDC, Food Stamps, or Medicaid who cannot present a valid Social Security card. The State shall complete such applications in accordance with guidelines prepared and furnished by SSA. The State agrees further to monitor the quality of work activity.
- 2. Forward the completed application through one central control point in the State to the SSA district office in Helena, Montana. Any applications which require additional development will be returned to the central control point in the State for appropriate action.
- 3. Use the magnetic feedback tapes sent to the State by the SSA to update its enumeration control system. The State will not ask the SSA to revalidate Social Security numbers once it has received this information.
- 4. Provide SSA access to all records necessary to review the applications completed by the State for adherence to the SSA guidelines for estáblishing or validating Social Security numbers.
- 5. Permit SSA to provide all necessary training to State and local welfare personnel to assure accurate completion of the Social Security number application.
- 6. Inform applicants whether disclosure of the Social Security number is mandatory or voluntary, the authority for requesting it and the use that will be made of it.

B. The SSA shall:

- 1. Provide instructions and procedures to the State for proper completion of the application for the Social Security number (SS-5).
- Provide initial training and refresher training as needed for State and county employees in the enumeration activity.

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- Notify the State of the Social Security numbers assigned 3. or verified via periodic transfer of data on magnetic tape.
- Periodically evaluate the applications being completed by 4. the State of compliance with guidelines provided to the State by SSA. This includes access to any records and documents in the possession of the State that pertain to the establishment of validation of Social Security numbers.
- There shall be no reimbursement from SSA for enumeration activities conducted pursuant to this Memorandum of Understanding.
- The conditions and activities outlined above shall become D. effective April 1, 1988.
- Ε. This Memorandum of Understanding may be terminated at any time by the mutual consent of both parties or upon 90 days advance notice by either party.
- F. This understanding may be amended in writing at any time with the mutual consent of both parties.

Montana Department of Social and Rehabilitation Services

Social Security Administration

February 16, 1988

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FOOD STAMP PROGRAM

(Agreement with the State to Implement Sections 11(i)(2) in full and 11(j), in part, of the Food Stamp Act of 1977 and Regulations Promulgated Thereunder)

AGREEMENT

BETWEEN

The Secretary of Health and Human Services

AND

The State of Montana

The Secretary of Health and Human Services, hereinafter referred to as the Secretary, and the Department of Social and Rehabilitation Services on behalf of the State of Montana hereinafter referred to as the State, pursuant to Sections 11(i)(2) in full and 11(j) in part of the Food Stamp Act of 1977, Section 1301 of P.L. 95-113) and regulations promulgated thereunder at 7 CFR, Part 273.2, hereby agree as follows:

ARTICLE I DEFINITIONS

For purposes of this agreement-

- A. The term "Secretary" means the Secretary of Health and Human Services or the Secretary's delegate.
- B. The term "supplemental security income payment" means the Federal money payment required by Section 1611 of the Social Security Act, the Federally administered optional State supplementary payments described in Section 1616(a) of the said Act and the Federally administered mandatory minimum supplement described in Section 212(a) of P.L. 93-66.
- C. The term "State" means the Department of Social and Rehabilitation Services including any local food stamp project area administering the Food Stamp Program on behalf of the State.
- D. The terms "supplemental security income household" and "SSI household" mean any household in which all members are eligible or have applied for SSI payment.
- E. The term "SSA" means the Social Security Administration.
- F. The term "State employees" means State food stamp eligibility workers.

ARTICLE II FUNCTIONS TO BE PERFORMED BY THE SECRETARY

- A. With respect to all district and branch offices of the Social Security Administration within the State within which State employees are not outstationed, the Secretary shall:
 - 1. Accept and complete applications for food stamps only from supplemental security income households on the food stamp application form contained at Appendix A to this Agreement and verify those items for which verification can be made at the time of the interview from either social security records or from documents provided by the applicant. All such applications shall be completed as part of an interview with the applicant household and shall be forwarded to the State together with available information provided by the applicant and a transmittal form within one Federal working day after the application is accepted and the interview is conducted. The interview shall be conducted when the application is accepted.
 - 2. Accept and complete applications for recertification for food stamps from supplemental security income households whose original applications for food stamps were jointly processed in a social security office pursuant to the Food Stamp Act of 1977 and which have been notified of the need for such recertification by the State coincidentally with either the notification of a scheduled redetermination of eligibility for supplemental security income payments or the occurrence of an unscheduled redetermination. The Secretary shall do so in the same manner as specified in Subsection 1 above of this Section A.
 - 3. Train the appropriate SSA employees in food stamp policies procedures in order that they can perform the functions specified in Subsections 1 and 2 above of this Section A.
 - 4. Refer to the appropriate food stamp office applicants from whom a food stamp application cannot be accepted.
- B. The State may outstation State employees in each of the SSA district and/or branch offices in the number identified at Appendix B to this Agreement. If no such offices are identified, this Section B shall be inoperative. With respect to each such district and/or branch offices wherein a State employee is outstationed, the Secretary shall:
 - 1. Provide adequate space and facilities, e.g., office furniture and supplies, for the outstationed State employees to perform their responsibilities pursuant to Article III of this Agreement.
 - 2. Train the appropriate SSA employees in order that they can refer SSI applicants and recipients, and claimants and beneficaries under title II of the Social Security Act to the outstationed State employees for the acceptance of food stamp applications.

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- 3. Provide information from the social security records as authorized by Sections 11(i)(2) and 11(j) of the Food Stamp Act of 1977, for the purpose of verifying as much information on the food stamp application as possible. The Secretary's employees shall furnish the information for each specific applicant as requested. The State employees shall not search the social security records themselves, but shall request and receive such information from the SSA employees. The Secretary's disclosure for this use shall be covered by a routine use included in the notices of appropriate SSA systems of records, published from time to time in the Federal Register under the Privacy Act (5 U.S.C. 552a)
- C. The Secretary shall, in all district and branch offices and contact stations of the Social Security Administration within the State, distribute the information and brochures supplied by the State pursuant to Article III, Section E, of this Agreement.

ARTICLE III FUNCTIONS TO BE PERFORMED BY THE STATE

- A. With respect to all SSA district and/or branch offices within the State, within which the Secretary's employees shall accept food stamp applications as provided by Section A of Article II hereinabove, the State:
 - 1. May choose to change the form on which the food stamp application is taken, either to the national form developed by the Secretary of Agriculture or to a State form. If the State chooses to do so, this Agreement shall be modified to reflect the use of the new form, and the Secretary shall be given 90 days lead time in which to implement the use of the new form. This lead time may be reduced by mutual consent of the parties. If the new application form is a State form, it shall not be more complex than the national form and the State shall obtain approval of the form from both the Secretary and the Secretary of Agriculture or their delegates.
 - 2. At all times in which a State application form is in use, shall provide and maintain an adequate supply thereof at all such district and branch offices.
 - 3. Shall provide the Secretary with office names and addresses to which the food stamp applications are to be sent. These names and addresses will be updated from time to time as appropriate in order to remain current.
 - 4. Shall complete processing of the applications of and certify the SSI households which are eligible for food stamp participation in the food stamp program.

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- 5. Shall, if available, provide the Secretary with a list of commercial boarding houses and other such institutions the residents of which (other than the proprietor and employees) are ineligible for food stamps. The State should promptly notify the Secretary of any changes in the list.
- B. In each of the social security district and/or branch offices within the State identified at Appendix B to this Agreement, the State:
 - 1. Shall outstation the number of its employees specified at Appendix B to this Agreement for the purpose of accepting food stamp applications from SSI households and interviewing such applicants. In all such offices, the State's employees shall be stationed full-time and shall be available to meet with and interview applicants for food stamps during all hours that the office is open to the public.
 - 2. Shall take the responsibility for the salaries of State employees identified in Subsection 1 above, as well as all fringe benefits to which State employees are entitled as a result of State employment, e.g., health benefits, vacation, sick leave, life insurance and retirement. The State shall also assume the full responsibility for all personnel matters as if the employee were assigned to a State facility.
 - 3. Shall take full responsibility for assuring that back-up employees are available and will report to each such office in the event of the absence of the employee normally outstationed in that office. The Secretary's employees shall not be required to act as substitutes for, nor shall they assume the responsibilities of the State's employees.
 - 4. Shall complete the processing of food stamp applications of and certify the SSI households which are eligible for participation in the food stamp program.
- C. The State shall comply with all regulations promulgated by the Secretary and Secretary of agriculture relating to the terms and conditions under which food stamp applications are jointly processed and/or State employees are outstationed in district/branch offices.
- D. The State shall supply to each food stamp project area within the State administering the food stamp program on behalf of the State, such State Data Exchange (SDX) information relating to individuals living within that project area as is necessary for such jurisdiction to fulfill the State's responsibility pursuant to this Agreement.

Shall rely primarily on information provided by the applicant, i.e., an award letter, or the State Data Exchange (SDX) and Beneficiary Data Exchange (BENDEX) systems, as appropriate, to verify initial and continuing payment and eligibility data. A request (SSA-1610) for eligibility data will be honored by the appropriate SSA office only after these sources have been exhausted.

- E. The State shall provide an information sheet or brochure for distribution by the Secretary to all households eligible for processing pursuant to this Agreement, which shall inform the household of the following: the address and telephone number of the household's food stamp office, the actions to be taken in the application process, the statement that the household should be notified of the food stamp determination within 30 days after acceptance of the application, the statement that the household can contact the food stamp office if a determination is not made within 30 days or there are other questions or problems, food stamp clients' rights and responsibilities (including fair hearings, authorized representatives, out-of-office interviews, reporting changes and timely reapplications), information on how and where to obtain food stamp coupons and how to use coupons.
- F. The State shall provide, if available, a list of commercial boarding housing and other institutions the residents of which, other than the owner or the employees, are ineligible for food stamps.

ARTICLE IV CONFIDENTIAL NATURE AND LIMITATION ON USE OF INFORMATION AND RECORDS

- A. The Secretary shall adopt policies and procedures to insure that information, obtained and generated in connection with the performance of the Secretary's functions under this agreement and contained in the Secretary's records, shall be used and disclosed by the Secretary solely as provided in Section 1106(a) of the Social Security Act, the Federal Privacy Act (5 U.S.C. 552a), other applicable Federal laws and regulations promulgated thereunder.
- B. The State shall adopt policies and procedures to insure that information obtained from SSA records in performing the State's functions under. this Agreement will be obtained, used and disclosed only for purposes of administration or enforcement of the provisions of the Food Stamp Act of 1977 and the implementing regulations of the Secretary and the Secretary of Agriculture.
- C. While outstationed in the district and branch offices of SSA, the State's employees may have access to highly confidential social security information under the conditions prescribed in Article II, Section B3. The State agrees that the outstationed employees are prohibited from obtaining, using or disclosing any information contained in social security records except for the uses and disclosures necessary to perform their functions described in Article III, Section B. The State further agrees that the State employees shall comply with any measures, imposed by the managers of the SSA district and branch offices at which they are outstationed, to insure the security and confidentiality of social security records.

- D. It is agreed that, in order for the Secretary to discharge responsibilities imposed by the Federal Privacy Act (5 U.S.C. 552a), all State employees outstationed in SSA district and branch offices to take food stamp applications, as provided in Articles II and III above, shall be informed of the safeguard requirements and the limitations on their use and disclosure of information which they obtain from social security records. As a condition of outstationing, these employees will be required to sign the statement, contained in Appendix C to this Agreement, that the confidentiality requirements have been explained to them.
- E. It is understood that any use or disclosure of social security information other than that permitted by this Article IV, may result in the imposition of penalties (e.g., fines or imprisonment) described in Section 1106(a) of the Social Security Act (42 U.S.C. 1306(a)), the Federal Privacy Act (5 U.S.C. 552a(i)) and other applicable Federal or State laws.

ARTICLE V TERMS OF AGREEMENT

This Agreement shall begin on August 1, 1980 and end on September 30, 1980. It shall automatically be renewed for no more than 3 successive periods of 1 year unless the State or the Secretary gives written notice not to renew at least 90 days before the end of the then current period.

ARTICLE VI TERMINATION AND MODIFICATION OF AGREEMENT

- A. This agreement may be modified at any time by a written modification mutually agreed upon by the parties hereto.
- B. The Secretary's performance is contingent upon reimbursement from the Secretary of Agriculture to the Secretary. In the event that such reimbursement is not forthcoming in compliance with the Agreement executed between the Secretary and the Secretary of Agriculture and the said Agreement should be terminated thereby, this Agreement and the obligations of the parties hereto shall immediately be terminated. Upon such termination, the Secretary shall cease accepting and processing food stamp applications where his employees are doing so and the State shall immediately take responsibility for accepting and processing the same. Those State employees outstationed in the district and branch offices shall be removed therefrom at the earliest feasible date, but no later than 5 days after the effective date of the termination hereof.

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ARTICLE VII ADMINISTRATIVE COSTS

The State shall bear no liability to the Secretary to make reimbursement for the space, office equipment and supplies and other assistance furnished to the State employees outstationed in the social security district and/or branch offices pursuant to Articles II and III above. The Secretary likewise bears no liability to the State for the salaries and fringe benefits of such State employees or for any other administrative costs in connection with this Agreement.

ARTICLE VIII LIMITATION OF LIABILITY

The Secretary shall not be responsible for any financial loss incurred by the State, whether directly or indirectly, through the use of any data by the Secretary furnished pursuant to this Agreement.

ARTICLE IX APPENDICES

Appendix A (Food Stamp Application Form), Appendix B (Social Security District and Branch Offices in Which State Employees will be Outstationed) and Appendix C (State Employee Privacy Act Notification and Acknowledgement Form) attached hereto are included as part of this Agreement.

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IN WITNESS WHEREOF,	the parties	hereby	execute	this	Agreement	this
Tenth		day of	Octob	er	19	980.

STATE OF MONTANA

Administrator Economic Assistance Division

SECRETARY OF HEALTH AND SOCIAL SERVICES

ΒY

Regional Commissioner Region VIII Social Security Administration

I, Dal Smilie, certify that I am the Special Assistance Attorney General of the State of Montana; that Jack Carlson, who signed this Agreement on behalf of the State, was then Administrator of Economic Assistance of said State, and that he is authorized to enter into Agreements of this nature on behalf of the State and that there is authority under the laws of the State of Montana to carry out all the functions to be performed by the State as provided herein and comply with the terms of this Agreement.

Signature of Special Assistance

Attorney General

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APPENDIX A

FOOD STAMP APPLICATION FORM

Attached hereto is the form on which food stamp applications are to be taken in Montana.

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MONTANA AFDC AND FOOD STAMPS

INTEGRATED QUALITY CONTROL SAMPLING PLAN

FS Revised April 1988 AFDC Revised April 1988

I. INTRODUCTION

This sample plan uses a stratified design for ADC/FS integrated cases and Food Stamp only cases. The ADC/FS cases are selected using a straight random sample.

This plan describes only sample selection. Review procedures and reports will comply with appropriate regulations.

II. UNIVERSE

The Food Stamp universe consists of 2 strata which are described as follows under A. Food Stamps and B. AFDC.

A. FOOD STAMPS

- The food stamp universe is composed of all households that are certified to participate in the food stamp program during the month of the sampling. This universe is composed of two strata: (a) the food stamp households where any person receives AFDC benefits; (AFDC-FS) and (b) the food stamp households that do not receive AFDC benefits (NPA-FS).
- 2. The food stamp lists used for sampling are completed at the County offices and submitted to the State office. After the sampling process is complete, the listings are stored.
- 3. The following households are not included in the universe.
 - a) All eligible households who do not participate.

- b) The following households are explicitly excluded from the universe, if selected they will be dropped by the reviewer.
 - i) Households in which the participants died or moved out-of-state.
 - ii) Households that received food stamps by disaster certification authorized by FNS.
 - iii) Households that received benefits under a 60-day continuation of certification.
 - iv) Households under investigation for Food Stamp Program Fraud (including households with pending fraud hearings).
 - v) Households appealing a notice of adverse action when the review date falls within the time period covered by continued participation pending fraud hearing.
 - vi) Households with restored benefits in accordance with 273.17, but were otherwise ineligible.
- 4. Cases selected more than once during a twelve month review period will be reviewed each time selected.

B. AFDC

- 1. The AFDC universe consists of all cases that receive assistance payments in the sample month.
- 2. The following cases are not included in the universe, if selected they will be dropped by the reviewer.



- a) Cases that have presumptive eligibility.
- b) Cases in which a check was not received for the review month even though the name appeared on the payroll from which the sample was drawn (e.g., cancelled checks, withheld checks, returned checks) unless a check was subsequently reissued or released for the review month by the end of the second subsequent month.
- c) AFDC emergency assistance cases.
- d) Active cases where the review date falls within a period when assistance is being continued based on appeal from proposed termination or reduction.
- Cases selected more than once during the twelve month review period will be reviewed each time it is selected.

III. SAMPLE FRAME

A. SAMPLING LISTS

1. FOOD STAMPS

a) Source

The Food Stamp sample is selected from the following County generated sources: (1) the list of certified eligibles; (2) the mail issuance log; and (3) the County computer generated listing of certified eligibles and/or mail issuance logs.

b) Timing of Availability

These lists are sent from the County Human Services offices

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to the State on the 25th of each month and contain all transactions from the 1st through the 25th. The list of transactions from the 25th through the last day of the month is submitted at the end of the last working day in the sample month. A few computerized Counties send one list of all their food stamp eligibles on the 1st working day of the following month.

c) Accuracy and Completeness

The County offices record all households certified eligible for food stamps on either:

- 1.) the mail issuance log
- 2.) the ATP Card list
- 3.) county computerized listing

There is no duplication between these lists, since a household may not receive food stamps both by mail issuance and using the ATP card.

d) Where the Sample Frame is Compiled

The sample frame is compiled in the State office upon receipt of the listings of certified eligibles and/or mail issuance from the counties.

e) Form of the Frame

The sample frame is a hard copy that is prepared by county human service personnel. The frame is either computer generated, handwritten or typed for every household certified to receive food stamps. The certified eligibles

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lists are in the following order: The households certified on the 1st of the month will appear first on the list generally in alphabetical order. The households certified between the 1st and the end of the month appear in the order they were certified. The computer generated and mail issuance logs are usually in alphabetical order.

f) Updating Lists

The ATP list and the mail issuance logs are complete and contain all households certified for the sample month. Both lists are constructed of two parts, (1) the transactions from the 1st through the 25th of each month, and (2) the transactions between the 25th and the end of the month. Each list will be complete in itself. The first list arrives in the State office after the 25th of the month. The additional lists are mailed by the first of each month and are available for sampling by the 2nd working day of the month. A few computerized counties submit one complete listing on the 1st working day of each month.

g) Methods of Deleting Items

Although these lists are of certified households, there are some who may not participate. Some deleting of Supplementals, Restorations, and Voids will be completed at the State office.

h) Structure of the Lists

The Food Stamp lists contain household name and AFDC (PA) or non-AFDC (NA) assistance indicator. The ATP list is generally in alphabetical order for the households certified on the first of each month and thereafter it is

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in date of issuance order. The additional list of certified eligibles is a continuation of the first list and is in date of issuance order. The mail issuance logs are usually in alphabetical order for ongoing certifications and then in issuance order and new cases are certified. The additional lists of mail issuances are in date of issuance order. The computer generated lists are usually in alphabetical order and then in issuance order as new cases are certified.

AFDC

- a) The computer file used to represent the universe reconciles all AFDC payment transactions during the month. The file is constructed in the following way:
 - 1) All records of payments from the Regular Payroll are posted (RP)
 - 2) Cancellations of these payments are posted (Can)
 - 3) Supplemental checks issued during the month are posted (Co). These payments are made outside of the regular payroll on the First Check in the County System.

Mathematically the process for each case is:

(RP) - (Can) + (Co) = All Cases Receiving AFDC in sample month

Each record contains the case number. A case number will only be subject to sampling one time.

The Regular Payroll is generated from the master eligibility file for ongoing cases. It is generated towards the end of each month for

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payments to be received on the 1st of the following month.

The Cancellation file represents checks issued by the regular payroll system that are cancelled. Some checks are held in the state office prior to issuance and others are returned by the Post Office. Some of these checks are released and issued to eligible cases. At the end of each month all checks which have been held or returned by the Post Office and not released are cancelled.

The First Check in the County file consists primarily of checks issued at initial eligibility determination, before checks can be issued by the computerized payroll system. This file also includes some payment adjustments made by the regular payroll system.

b) Time of Availability

The Regular Payroll is available about the 25th of every month. This is a computer payroll tape of checks that are written for the next month. The file of cancellations is available at the end of each month. This list is maintained by Fiscal Bureau and transferred to computer tape. The supplemental or county issued checks are a manual check register sent to the State office daily and then entered on the First Check in the County computer file. At the end of each month, records are retrieved for all check transactions during the month.

c) Accuracy and Completeness

The combination of all lists contain all checks written for the AFDC Program from the 21st of the previous month thru the 20th of the sample month, plus any cancelled or changed checks. 90% of all AFDC checks are written through the Regular Payroll, with the additional 10% written by County offices and the State Fiscal Bureau. These files do not contain payments for AFDC Foster Care or for Emergency AFDC.

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d) Sample Frame Construction

The sample frame is constructed by combining the three lists.

(1) Regular Payroll, (2) Cancellations, and (3) County written checks. These files are merged to a master computer file that contains all AFDC payments from the 21st of the previous month thru the 20th of the sample month.

e) Where the Frame is Compiled

The frame is combined at the State office by the Data Processing Bureau upon request of the Economic Assistance Division. The sampling is done by Quality Control staff.

f) Form of the Frame

The Regular Payroll is a magnetic computer tape file, while the cancellations and county check logs are hard copy which are handwritten or typed. These hard copies are then processed through a computer system to create a magnetic computer tape file. The final reconciled file of the three tapes is of magnetic tape type.

g) Updating Lists

The present method of reconciling payments updates the list. The addition of the county written checks and the deletion of the cancelled checks create an updated list of AFDC payments. There are no other methods of updating or writing checks for the AFDC program.

h) Structure of Lists

The reconciled file used for sampling is sorted by case number.

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The case number is the social security number of the head of the household.

i) Methods of Deleting Items

The final data file reflects the total payments made to each case. Therefore, the only deletion of unwanted items is to exclude cases whose net payment amount is not greater than zero.

B. SAMPLE SELECTION PROCEDURE

FOOD STAMPS

a) Method of Selection

The Food Stamp Sample is selected by using the systematic random sampling method of picking a random start and using the computed interval through all lists. The lists are placed in the order they are received.

The interval will be applied to all lists by hand counting each line item and selecting the i th (random start) and every n th (interval) item after that. A new random start will be picked from a table of random numbers each month and will be a number between 1 and n inclusive.

The sampling will begin after the 25th of each month for the transactions of the sample month and will be completed by the 10th of the following month.

b) Caseload Estimates

For ease of change, caseload estimates and interval computations are contained in Appendix A. This will be updated for each review period. Caseload estimates will be calculated based on historical data plus any foreseen adjustments.

c) Appropriate Overpull

Based on the prior period experience, additional reviews will be selected to allow for drops. See Appendix A for the current period. The Food Stamp Sample Lists contain nonparticipating households, however, caseload estimates are based on actual participating households. The proportion of drop cases is figured using historical data, i.e. Food Stamp only drop size divided by Food Stamp only sample size.

d) Random Start and Interval Computation

A random start will be selected the first of each month from a random number table furnished in the AFDC Sampling Manual and will be a number between 1 and the computed interval inclusive.

The interval will be computed in the following manner for each stratum:

Interval = 12 X(avg. monthly caseload) X (1 - drop percentage) nf

NF = target number of subject-to-review food stamp cases (NA cases <u>plus</u> PA cases) to be selected from the food stamp list.

See Appendix A for the current review period.

e) Oversampling or Undersampling

Should oversampling or undersampling occur, a new interval will be calculated and used throughout the remainder of the period. The months that have been sampled will be adjusted according to the following formulas:

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Oversample	Undersample
<u>A</u> = C	$\underline{\underline{A}} = C$
В	В
D - C = E	D - C = E
<u>D</u> = F	$\underline{\mathbf{A}} = \mathbf{F}$
E	E

Where variables:

A = the monthly sample frame size

B = the revised interval

C = the number of cases that should have been selected

D = the number of cases that have been selected

E = the number of cases to be eliminated (oversample) or added (undersample)

F = the interval for eliminating (oversample) or added
 (undersample)

f) Relationship to the AFDC Sample

All selected AFDC cases will be reviewed for Food Stamps when certified. The following method of estimating will be used.

1. Use quality control (QC) data from a previous fiscal year to estimate the following:

VA = variance of the State reported error rate calculated from naf (prev) number of Food Stamp cases selected from the AFDC/FS stratum.

VF = variance of the State reported error rate calculated from nna (prev) number of NA Food Stamp cases selected from

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the FSO stratum.

VSRS = Variance of the State reported error rate calculated from nmin (prev) number of Food Stamp cases selected in a simple random sample from the entire Food Stamp universe.

2. Determine the number of cases to select from the Food Stamp only list by solving the following equation for the quantity nf:

WWA*SSA/(na*FAF) + WWF*SSF/(nf*FNA) = SSS/nmin where

WWA = the square of the dollar weight for the AFDC/FS stratum

WWF = the square of the dollar weight for the FSO stratum

SSA = (naf(prev)) * VA

SSF = (nna(prev)) * VF

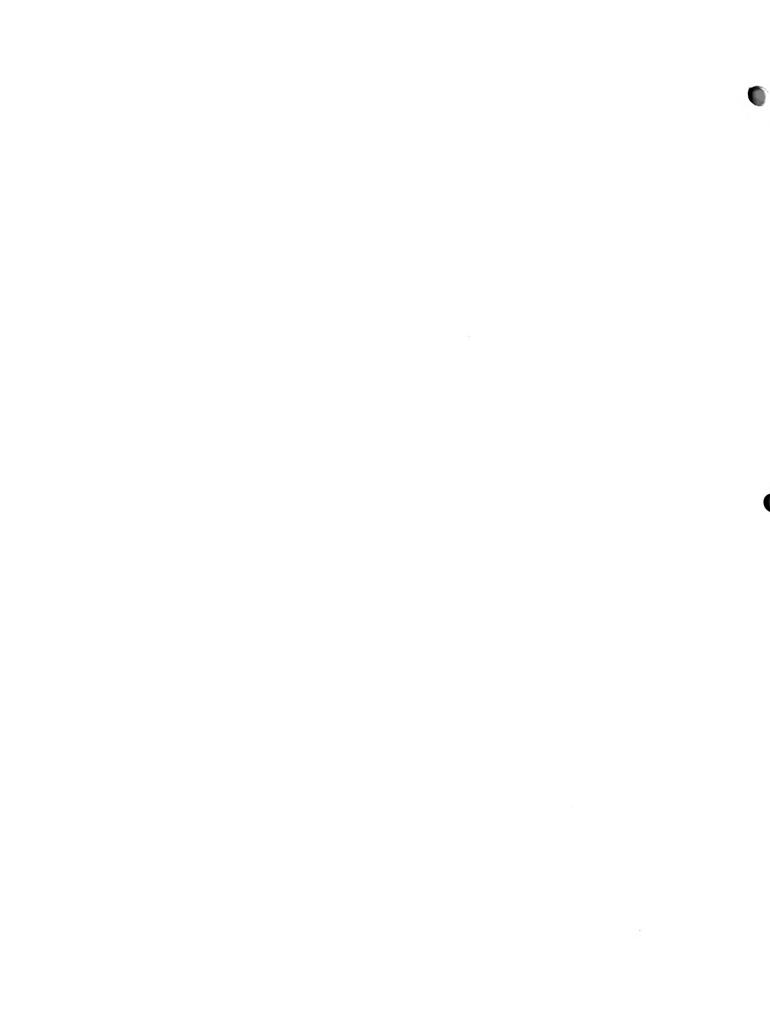
SSS = (nmin(prev)) * VSRS

na = the expected number of cases to be selected from
the AFDC list

nmin = the State's required minimum Food Stamp sample size specified in 7CFR275.11(b)(1)(ii)

FAF = expected fraction of cases selected from the AFDC list that will be subject to review for Food Stamps

FNA = expected fraction of Food Stamp cases that do not receive public assistance



3) Calculate the interval for sampling the Food Stamp only list using the following formula:

Interval = 12 X(avg. monthly caseload) X (1-drop percentage) nf

- 4) As cases are selected from the AFDC file, all cases are designated for integrated reviews.
- 5) Food Stamp cases found to have AFDC benefits at this time will be dropped as listed in error. An AFDC case will be dropped for Food Stamps if:
 - 1) The household is not certified to participate in the Food Stamp program.
 - 2) The AFDC assistance unit selected does not include the Food Stamp head of household when more than 1 AFDC assistance unit is part of the Food Stamp household.

2. AFDC

a) Method of Selection

We will use the calculated sample size based upon our projected AFDC monthly caseload. The AFDC sample is selected by using the systematic random sampling methods. A random start is chosen from a list of random numbers which is between 1 and the computed interval inclusive. The list is a computer file that is reconciled with all payments from the 21st of the previous month thru the 20th of the sample month and will be sorted by social security number. A computer program will select from cases with a net payment greater than zero and apply the random start and interval, picking the i th case and every n th case

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after that. This sample will be taken on the 2nd working day of each month for the transactions of the previous month.

b) Caseload Estimates

For ease of change, caseload estimates and interval computations are included in Appendix A, which is updated each review period. The caseload estimates are calculated by Audit and Program Compliance based on history and known circumstances.

c) Appropriate Overpull

Based on the prior periods experience an appropriate number of additional reviews will be selected to allow for drops. See appendix A for the current period. The proportion of drop cases is figured using historical data, i.e. Food Stamp only drop size divided by Food Stamp only sample size.

d) Random Start and Interval Computation

The random start will be selected each month from a random table furnished in the AFDC Sampling Manual, and will be a number between 1 and the computed interval inclusive.

The interval will be computed in the following manner:

Interval = 12X(avg. mo. caseload) X (1 - drop percentage)

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Refer to Appendix A for the current review period interval.

e) Relationship to the Food Stamp Sample

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The AFDC sample does not depend in any way on the FS sample. Although AFDC cases are used in the FS sample, the converse is not true.

IV VARIANCE

For AFDC the sample is a straightforward systematic random sample as recommended in federal guidelines. The variance is that of a simple random sample.

For Food Stamps the sample will be stratified and the sample size is such to achieve precision that is equal or better precision than that from a simple random sample of size specified in 7 CFR 275.11(b)(1)ii.

V WEIGHTS, REPORTS AND DATA ANALYSIS

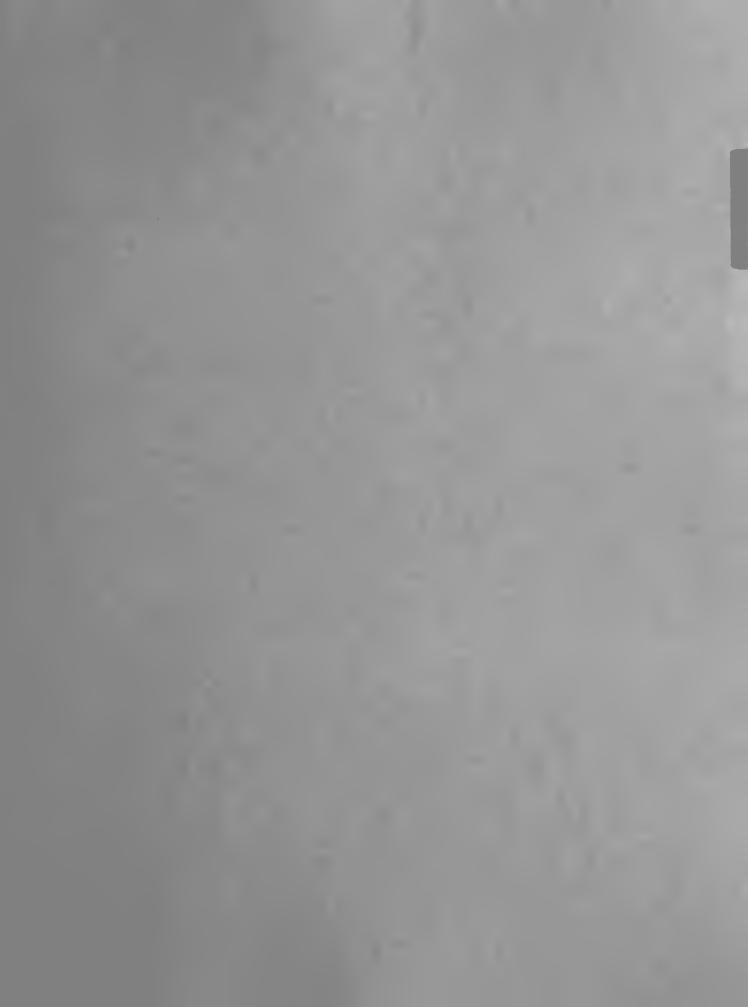
Because the Food Stamp sample is stratified, the State Office will submit separate FNS 247 reports for each stratum.

VI MONITORING RECORDS & DOCUMENTATION

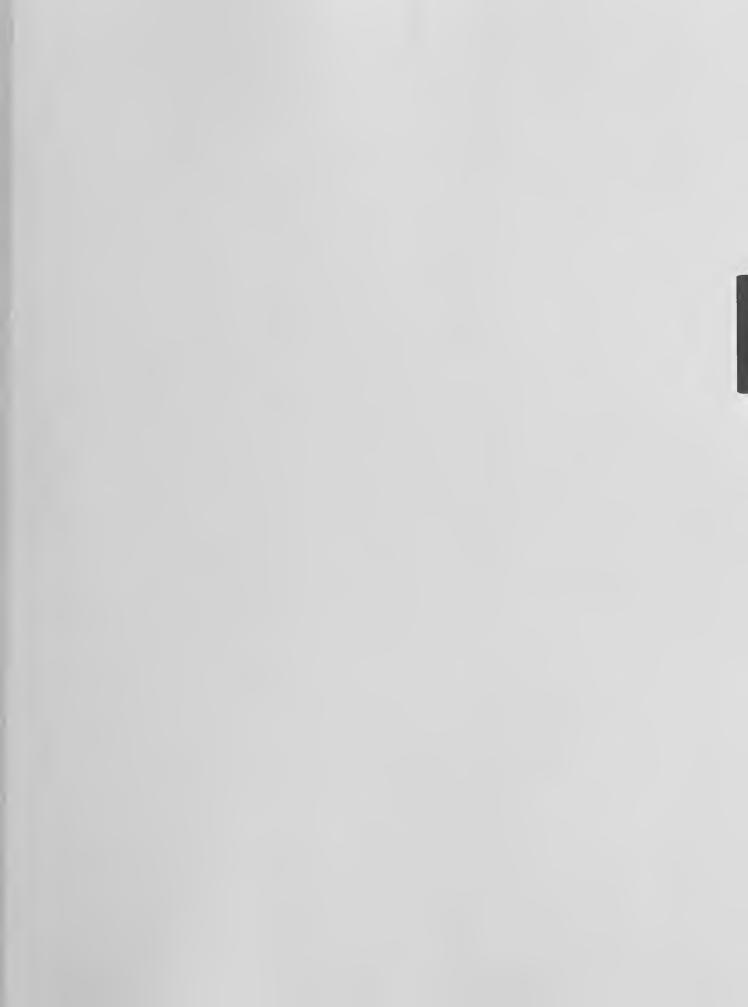
Copies of lists and files will be maintained and available for review by the state office. Source listings of all computer programs and related materials will be maintained and available for review in the state office. The NIQC system is an additional source of record keeping for the completed cases.

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Project Number Form 5181 Agreement Covering Reimbursable Services (Rev. April 1983) Department of the Treasury 7-066-2 nternal Revenue Service See "Terms and Conditions" on reverse 1. Name of organization requesting services on 2. Address reimbursable basis Social and Rehabilitation Services Box. 4210 Helena, MT 59604 State of Montana 3. Project title or type of service requested Extract from the Internal Revenue Service's Information Returns Processing Master File subject to the terms and conditions of this contract, Revenue Procedure 85-21, as amended, and section 6103(1)(7) of the Internal Revenue Code. 4. Internal Revenue Project Coordinator 5. Project Coordinator of Requesting Organization a. Name and title a. Name and title William Ikard Aileen Wells Management Analyst Program Analyst b. Shipping Address (No., Street, City, State, ZIP Code) b. Address 1111 Constitution Avenue, N.W. Economic Assistance Division Room 3617 SRS, Box 4210 Washington, D.C. 20224 Helena, MT 59604 c. Telephone c. Telepone 566-3038 (406) 444-4540 a. Total estimated cost of services \$ b. Method of Billing Cost ☐ In advance and Financing Actual cost to be billed as work is completed 🖄 Other (Explain) Federal Government Agencies normally will make payment by Standard Form 1080. Non-governmental organizations, etc. will send payment by check drawn to order of Accounting Section, Internal Revenue Service, Washington, DC, 20224. NOTE: Charges will be billed on the actual number of records run against the IRP Master File. 7. This agreement shall become effective on the date approved by the Government and shall not extend beyond the end of the Government fiscal year or June 1988 . For a renewal, apply to the Period Internal Revenue Project Coordinator. of Agreement For Use of Requesting Organization For Internal Revenue Use Only

c. Date

a. Approved by (signature)

Director, Compliance

Processing Systems Div.

b. Title

Form 5181 (Rev. 4-83)

3.30.87

c. Date

a. Accepted by (Signature of Authorized Official)

Administrator

Economic Assistance



INFORMATION SHARING AGREEMENT

BETWEEN

THE DEPARTMENT OF LABOR AND INDUSTRY

AND

THE DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES

This agreement is made and entered into this <u>1ST</u> day of <u>JULY</u>, 1988 by the State of Montana, Department of Labor and Industry, herein referred to as the "DOLI" and the State of Montana, Department of Social and Rehabilitation Services, herein referred to as the "SRS", in order to carry out the provisions of Section 1137 of the Deficit Reduction Act of 1984 (DEFRA), which amended Title XI of the Social Security Act and Section 303 of Title III of the Social Security Act requiring the DOLI and SRS to exchange information for purposes of establishing an income and eligibility and verification system, agree as follows:

I. STATEMENT OF PURPOSE

A prime objective within the SRS is to increase the accuracy of its' eligibility determination process for Aid to Dependent Children, Medicaid, Food Stamps, Commodity Distribution, Low Income Energy Assistance, and General Assistance Programs.

The DOLI during the normal course of business collects and stores in computer files wage information from employers in Montana on individuals covered under the Montana Unemployment Insurance Program and maintains information on its Benefits Program.

Both parties agree that an efficient method for SRS to verify income and detect fraud is to use DOLI files. Since the transfer of information is for the purpose of properly managing public funds, the DOLI agrees to furnish that information and SRS agrees to safeguard it.

Federal requirements for the system were published by the Secretary of Health and Human Services and the Secretary of Labor in the FEDERAL REGISTER February 28, 1986 at 45 CFR 205 (and/or 206, 42 CFR 431, 435 (Medicaid) and/or Secretary of Agriculture Final Regulations, 7 CFR 271, 273, (Food Stamps)) and 20 CFR 603 respectively.

In accordance with federal requirements and state law relating to DOLI disclosure of information laws which are found in Section 39-51-603, MCA, (Unemployment Insurance Division), the DOLI and SRS hereby agree as follows:

- A. SRS will develop a direct access method into specific DOLI files, which reside on the State of Montana Department of Administrations' Information Systems Division mainframe computer system.
- B. SRS will be allowed to develop this read method for the following files:
 - 1. UI Employer Tax File
 - 2. UI Benefits File

In addition, the SRS is allowed to use information from the above files to produce the following reports:

(SEE ATTACHED LISTING)

C. DOLI will provide on-line access of the Unemployment Insurance Benefits System inquiry screens 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and W6 to the SRS for the purposes outlined in Section I.

II. PROTECTION OF CONFIDENTIALITY AND REDISCLOSURE OF INFORMATION

- A. SRS agrees to the provisions of 20 CFR 603.7(a) on confidentiality as outlined below:
 - 1. The information shall be used only to the extent necessary to assist in the valid administrative needs of the Aid to Dependent Children, Medicaid, Food Stamps, Commodity Distribution, Low income Energy Assistance, and General Assistance Programs and shall be disclosed for these purposes as defined in this agreement.
 - 2. SRS shall not use the information for any purposes not specifically authorized under this agreement and that meets the requirements of 20 CFR 603.6 or appropriate state law(s), Section 39-51-603, MCA, (Unemployment Insurance Division).

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- 3. Information extracted from the files and screens listed in Section I above shall be stored in a place physically secure from access by unauthorized persons.
- 4. Information in electronic format, such as magnetic tapes and discs, shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by means of a computer, remote terminal, or other means.
- 5. Precautions shall be taken to ensure that only authorized personnel are given access to on-line files.
- 6. SRS shall instruct all personnel with access to the information regarding the confidential nature of the information, the requirements of this agreement as specified in Section 39-51-603, MCA, (Unemployment Insurance Division), and any other State statutes that may be relevant.

In addition, SRS agrees to the provisions of Section 39-51-603 (Unemployment Insurance Division), MCA, on confidentiality of information.

- B. SRS agrees to the provisions of 20 CFR 603.7(b) on redisclosure as outlined below:
 - 1. Any wage or claim information may be given to the individual who is the subject of the information.
 - 2. Information about an individual may be given to an attorney or other duly authorized agent representing the individual if the individual has given written consent and the information is needed in connection with a claim for benefits against the SRS.

By signing this agreement, both Parties agree that the above is the policy and procedure on confidentiality and redisclosure of information.

C. SRS will permit the DOLI to make on-site inspections at its central office in Helena, or any local office having access to the data to ensure that adequate safeguards are being maintained.

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III. ACCESS TORINFORMATIONADICTOR

A. The follwing SRS agency official has the authority to request information from the DOLI:

William Ikard Management Analyst Economic Assistance Division

B. The following SRS employees have authority to access information from the Unemployment Insurance Division (UID) for inquiry purposes:

(SEE ATTACHED LISTING)

C. The SRS will notify the UID in writing of any changes, additions, or deletions to the list of SRS employees authorized to access UID information. Such notification must be made within 5 working days from the date of the change to the following UID official:

IV. ADMINISTRATIVE COSTS

The SRS will pay the Department of Administration for all costs associated with the use of DOLI data. DOLI will not be liable for any expense due to this agreement, except for the minimal cost of providing security access to the data.

V. SUSPENSION OF SERVICES

In the event of an emergency, the DOLI may suspend services hereunder, with notice to SRS, but will resume services at the earliest possible time.

VI. AMENDMENTS TO THE AGREEMENT

This agreement may be amended by written agreement between the Parties. Additionally, this agreement is subject to Federal and State laws and regulations which are subject to modification by amendment. If such amendments occur, this agreement shall be considered modified in accordance with such amendments and such modifications shall take place immediately and without notice or written amendments to this

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agreement unless such modification renders performance hereunder illegal, impracticable or impossible.

VII. INDEMINIFICATION

The SRS shall defend, protect, and hold harmless DOLI from and against all claims, suits, or actions arising from any negligent act or omission of the SRS, or any employees or agents thereof, while performing under this Agreement.

VIII. TERMS OF AGREEMENT

This agreement shall be effective on <u>JULY 1</u>, 1988 and shall end on <u>JUNE 30</u>, 1989. This agreement will be automatically renewed for successive periods of one (1) year unless the DOLI or SRS gives written notice of its intention not to within 30 days of the then-current period.

In WITNESS HERETO, the PARTIES h by their duly authorized officia , 1988.	ave executed this AGREEMENT ls the day of
M. M. Hardman	Tail Say
M. M. Hartman, Commissioner Department of Labor and Industry	Gail Grey, Director Department of Social and Rehabilitation Services
6/9/58 Date	6/36/88 Date

Approved for legal content

Daniel a. Scott June 8, 198 Name

DRAFT 5/88

REVISED 6/88

DEPARTMENT OF SOCIAL AND REHABILITAION SERVICES

PERSONNEL WHO HAVE ACCESS TO

UNEMPLOYMENT INSURANCE BENEFIT AND TAX

COMPUTER FILES

A. DEPT. OF SRS - CENTRAL OFFICE IN HELENA:

NAME .

TITLE

WILLIAM IKARD
RANDY TREADWAY
MARYANN WINSLOW

MANAGEMENT ANALYST DATABASE TECH. MANAGEMENT ANALYST

B. DEPT. OF SRS - CASCADE COUNTY WELFARE DEPT. - GR. FALLS:

NAME

TITLE

LYNETTE BOLENDER
PATRICIA CASTEEL
CAROL HEMBREE
GWEN JENNEN
NANCY MORTAG
HAROLD MCLAUGHLIN
JERRY MEDVED
DELILAH REGIAN
ROSEMARY RITTER
MARGE TEAGUE
DOROTHY TOOGOOD
MARTINA WAGNER

ELIGIBILITY TECH. SUPR.
ADMINISTRATIVE ASST.
ELIGIBILITY TECH. SUPR.
WORD PROCESSOR OPERATOR
ELIGIBILITY TECH.
COUNTY DIRECTOR
ADMINISTRATIVE OFFICER
ELIGIBILITY INVESTIGATOR
WORD PROCESSOR OPERATOR
TYPIST II
WORD PROCESSING TECH.
ACCOUNTING CLERK

C. DEPT OF SRS - JEFFERSON COUNTY OFFICE OF HUMAN SERVICES - BOULDER:

NAME

TITLE

COLLEEN LLEWELLYN WANDA STOUT JENIFER WISE ELIGIBILITY TECH. COUNTY DIRECTOR ELIGIBILITY TECH.

O l o		

D. DEPT. OF SRS - LEWIS AND CLARK COUNTY OFFICE OF HUMAN SERVICES - HELENA:

NAME

LYNNE ANDERSEN SUSAN BAILEY MIKE BENTLY ANN CARRILLO DEBORAH A. CHRISTIANSEN STEPHEN KRANICH DEBORAH LANE CHERYL LAY LANA LOGAN LINDA PATRICK JUDY PATTEN TAMI PENGRA LYNN D. ROBERTS HELEN SPIDEL BARBARA SUTLIFF JOHN E. THOMPSON NORMAN WATERMAN

ELIGIBILITY TECH. ELIGIBILITY TECH. ELIGIBILITY TECH. ELIGIBILITY TECH. ADMINISTRATIVE OFFICER ELIGIBILITY TECH. SUPR. ELIGIBILITY TECH. ELIGIBILITY INVESTIGATOR ELIGIBILITY INVESTIGATOR ELIGIBILITY TECH. SUPR. COUNTY DIRECTOR

TITLE

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DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES REPORTS THAT ARE PRODUCED FROM DEPARTMENT OF LABOR AND INDUSTRY INFORMATION

REPORT NO.

TITLE OF REPORT

MIMO5051.1

MIMS/DOL WAGE & BENEFIT MATCH

REPORT

MIMO05079.1

MIMS & DOL DAILY AUTOMATIC WAGE

MATCH

MIMS & DOL QUARTERLY AUTOMATIC WAGE

MATCH

MONTHLY UIS FOLLOWUP MATCH REPORT

MEMORANDUM OF AGREEMENT

This Agreement is made and entered into by the Montana Department of Social and Rehabilitation Services (SRS) and the Department of Labor and Industry (DOLI). The purpose of this Agreement is to coordinate the Project Work Program, as instructed by the Legislature.

AGENCY OBLIGATIONS

Department of Social and Rehabilitation Services:

SRS will provide DOLI with the Quarterly Workers' Compensation Report by the fifth day of the month following the end of the quarter.

SRS will prepare and submit the reimbursement report to the Federal government for Federal Food Stamp monies. SRS will direct deposit Federal Food Stamp funds to the Department of Labor and Industry.

SRS will provide DOLI a quarterly report and analysis of General Relief benefit savings due to sanctions and placements.

SRS will provide to DOLI a quarterly infirmity determination list by county.

If necessary, SRS will draft Administrative Rules and amendments pertaining to General Relief grants and eligibility and will allow DOLI to review the rules before filing with the Secretary of State.

Department of Labor and Industry:

DOLI will arrange for the reversion of general fund dollars with the Office of Program Planning.

DOLI will submit the Quarterly Workers' Compensation report (provided by SRS) and—make payment to the Workers' Compensation Division in a timely manner.

DOLI will develop and administer a policy requiring service providers to report participant attendance weekly to local Offices of Human Services.

If necessary, DOLI will draft Administrative Rules and amendments pertaining to the provision of employment and training services for General Relief clients and will allow SRS to review the rules before filing with the Secretary of State.

DOLI will provide SRS with information to prepare the Food Stamp reimbursement report to the Federal government. DOLI will submit the following monthly reports to SRS:

GAR 100 Performance Report by Program Operator

GAR 101 Performance Report by County

GAR 170 Significant Segment Report by Operator

GAR 171 Significant Segment Report by County

Supportive Services: total expenditures expenditures limited to \$25 per month per client Administrative Costs: by line item

Participation Counts by Components:

Workfare (prior to enrollment in Job Readiness Skills Class) Job Readiness

Extended Job Search

Workfare (following completion of Extended Job Search)

DOLI will assure that service providers meet audit requirements specified in the subgrant.

This Agreement shall be in effect July 1, 1987 through June 30, 1988, subject to modification by mutual consent.

APPROVED BY THE DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES

1-19-88	Sait Ford
Date	Gail Gray, Director

APPROVED BY THE DEPARTMENT OF LABOR AND INDUSTRY

1-27-88 M.M. Hartman, Commissioner





. MONTANA

STATE PLAN FOOD STAMP EMPLOYMENT AND TRAINING PROGRAM

> October 1, 1988 to September 30, 1989

Abstract of the Plan for the State E&T Program

The Montana Food Stamp Employment and Training Program is a comprehensive program that combines and coordinates Employment and Training initiatives for Food Stamp recipients in four projects. The Job Search project serves Public Assistance households and Non Public Assistance households in a job search Project Work specifically targets Food Stamp recipients who are receiving General Relief Assistance and provides four components, which are sequential - initial workfare/employability assessment and planning, job readiness, extended job search and workfare. The Displaced Homemaker project provides a job search training and support component and specifically targets services to "displaced homemakers". Displaced Homemakers are defined in Montana statute as recipients who have worked in their home for the past 3 years providing unpaid household services; is not gainfully employed or is underemployed; has had or would have difficulty securing paid employment; and was dependent on the income of another family member but is no longer supported by such income. The fourth project is presently in the initial Presently titled, "E&T Welfare Reform Pilot", it will planning states. utilize \$84,309 of the \$134,309 100% grant which the department was recently The project will be used to evaluate an innovative approach to welfare reform. Additional details regarding this project will be provided at a later date.

Food Stamp Job Search will be operated in six Counties - Kalispell, Missoula, Butte, Billings, Great Falls, and Helena. Project Work will be operated in twelve counties - Cascade, Silver Bow, Missoula, Lewis and Clark, Flathead, Lincoln, Ravalli, Deer Lodge, Lake, Park, Powell, and Mineral. The Displaced Homemaker project will provide services in 10 counties - Cascade, Custer, Fergus, Flathead, Gallatin, Hill, Lewis & Clark, Missoula, Silver Bow and Yellowstone.

The Food Stamp Job Search program is mandatory for all non exempt work registrants residing in the six project areas. Project Work is mandatory for all non exempt General Relief/Food Stamp recipients in the twelve state assumed counties. Participation in the Displaced Homemaker project is voluntary.

Montana is piloting four AFDC work programs during the next year that will not receive funding from the E&T program. These programs are being administered by the Montana Department of Labor and Industry and are funded with JTPA Administrative funds. No E&T funds will be used. These projects are summarized on Exhibits 1-4.

The first project, "Designing Changes", will target fifteen AFDC recipients in Gallatin County who gave birth before age 21. Participation is voluntary and includes several innovative factors - enrollment will include all family members with separate identified activities for pre-adolescents, adolescents and heads of households. It uses a single point of entry case management approach. Activities directed toward self sufficiency include health education, parenting classes, grant diversion, peer newsletters, group support meetings, and a participant/program agreement. JTPA funding is \$89,782.

The second project, "Options Unlimited", will be operated in Missoula, Mineral and Ravalli Counties and will serve 72 recipients. It is a voluntary program that consists of a single point of entry, case management approach. There are three available training tracks: self employment; job placement; and multiple-year education and training. Options unlimited workshops will be conducted in both urban and rural counties. Substance abuse treatment and family therapy will be available. A HOME-type newsletter and group support will be provided. OJT bonuses will be available for employers after transition to employment. JTPA funding is \$110,000.

"Network" will be offered in Lewis and Clark County for 20 two-parent AFDC-UP households and 30 single parent AFDC households from age 16-21 years. The project provides a five-week mandatory career preparation class. The WIN program will be used as the single point of entry. A family case management team will be developed with parenting skills provided, use of a job coach, provision of math anxiety classes, crisis intervention, transitional life skills, mentor's network, HOME type support group and possibly workfare placements. JTPA funding is \$110,000.

"Families for Self-Sufficiency" will provide services for 70 families in Billings. A family development team and case management approach will be

utilized. The program will consist of three phases - psychological assessment and treatment; vocational/educational training activities; and job coaching/connection activities. The focus will be on self-sufficiency skills. Hiring incentives will be provided to employers - grant diversion, OJT and TJTC. Extensive transitional and family support will be provided. The JTPA funding level is \$30,000 with total funding at approximately \$90,000.

Program Components

JOB SEARCH:

Job Search consists of an Independent Job Search component which covers six counties - Flathead, Missoula, Silver Bow, Lewis and Clark, Cascade, and Yellowstone. These are the six largest population centers in Montana. Maps of the affected counties are included in the Appendix. The Montana Department of Social and Rehabilitation Services will contract with the Montana Department of Labor and Industry to administer this component.

Each year approximately 14.3% of the statewide mandatory work registrant pool will be served in this component - 5,460 participants.

Location	monthly referrals	yearly referrals
Billings	130	1560
Great Falls	98	1176
Missoula	130	1560
Kalispell	33	396
Butte	32	384
Helena	32	384
TOTAL	455	5 <u>460</u>

Participants will be required to make 24 job contacts in an eight week period. It is estimated that this will require a commitment of 24 hours by each participant. Recipients will be referred to the local Job Service Office by the Eligibility Technician. Program administration will be provided by the Job Service Division of the Montana Department of Labor and Industry. Each participant will be required to submit a report of job contacts made. The Job Service Division will notify the Department of Social and Rehabilitation Services within ten days of any noncompliance. Services are to be provided uniformly from one location to another.

The cost for services from October 1, 1988 to September 30, 1989 is expected to be \$ 230,627.

PROJECT WORK (PWP)

Project Work is offered in each of the twelve State Administered Counties - Cascade, Deer Lodge, Flathead, Lake, Lewis and Clark, Lincoln, Mineral, Missoula, Park, Powell, Ravalli, and Silver Bow. In these twelve counties responsibility for the county poor fund has been assumed by the state. Consequently General Relief expenditures are from the State General Fund. In the remaining 44 counties, General Relief expenditures come from the County Poor Funds.

Project Work utilizes a number of components: Job Search Training, Independent Job Search, Self Directed Job Search, Education, and Workfare components.

The Department of Social and Rehabilitation Services has signed a Memorandum of Agreement with the Department of Labor and Industry to administer this program. The Department of Labor and Industry has subcontracted the provision of services for the different components to various providers - Job Service offices, Human Resource Development Councils, County Commissions, and the Montana AFL-CIO.

Project Work is projected to serve 3,894 participants (unduplicated count) during the next twelve month period. If the average person participants in three (3) components, Project Work will account for 11,682 placements. Initial referrals by location are as follows:

Cascade	1,030
Deer Lodge	264
Flathead	254
Lake	42
Lewis and Clark	312
Lincoln	224
Missoula/Mineral	868
Park	170
Powell	92
Ravalli	48
Silver Bow	590
	3,894

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Non exempt recipients are required to participate at the rate of 40 hours per week to a maximum of 120 hours per month throughout the program, except while in the Workfare components. The program consists of four sequential components - initial Workfare/Employability Assessment and Planning, job workfare. The extended job search. and workfare/employability assessment and planning component varies in length. A recipient of general relief will be referred to this component and will begin a workfare assignment until a slot is available to conduct the assessment and planning. Generally this will take two months. The job readiness component includes 3-4 weeks of effort (160 hours). The extended job search component is six months in duration (720 hours), as follows: Workfare - 1/3; Training -1/3; and Job Search - 1/3. One "placement" will be counted for each person participating in the initial Workfare/Employability Assessment and Planning component; one "placement" for the job readiness component; one placement for enrollment in the extended job search component; and one placement for the Workfare component.

These components have been operating since July 1, 1986, with funding from both the State General Fund and the Federal Food Stamp Job Search Program.

Following a determination of eligibility for General Relief and Food Stamps, recipients are initially referred for participation in Workfare. If an infirmity is claimed by a recipient, the recipient is referred to the contracted physician for an examination. Able bodied recipients are referred to the contracted provider for an employability assessment and development of an Employability Plan. A series of testing tools are utilized (GATB, MMPI, etc.) to develop the Employability Development Plan.

The second component, Job Readiness, consists of Job Skills Training. The curriculum is aimed at providing skills needed to both obtain and retain employment - completing application forms, resumes, anticipating interview situations and questions, proper dress and personal hygiene, attitude and motivation. Video taping and role playing are frequently used during this component.

The third component is Extended Job Search. It consists of a varied training curriculum with participation dictated by the Employability Development Plan, as developed in the first component. This may involve Adult Basic Education and job skills training. Counseling may also be provided since a high percentage of participants have been identified as having alcohol and drug dependency problems that are serious barriers to their employment. Participation in job search is required for a minimum of eight hours per week. Workfare participation is also required during the component.

Following completion of the above component, recipients are required to participate indefinitely in a Workfare component.

The cost for services from October 1, 1988 to September 30, 1989 is expected to be \$1,427,722. Most of the providers contract to provide services and training in multiple components. Thus, the cost per component is not available.

DISPLACED HOMEMAKER PROJECT

The Displaced Homemaker project will operate in 10 locations: Billings, Butte, Bozeman, Great Falls, Havre, Helena, Kalispell, Lewistown, Miles City and Missoula. The program is designed to provide necessary counseling, training, jobs, services and health care for displaced homemakers so they may achieve independence and economic security.

The scope of services will include intake, assessment, literacy testing, pre-employment preparation, client support services, non-traditional career guidance, self-employment assistance, skill training, job training, career testing, and follow-up. Services offered will be based upon the participant's needs as identified in an Employability Plan. The following service options are available: job market updates, resource center, assertiveness training classes, survival skills workshops, self-esteem and coping with stress and change classes, self-employment seminars and counseling, computer repair training, outreach, lending library, individual survival and career counseling, supportive services and referrals, office skills and computer training, non-traditional careers workshops, job search techniques and strategies and newsletters.

Annual referrals will be as follows:

Billings	18
Bozeman	58
Butte	8
Great Falls	34
Havre	15
Helena	20
Kalispell	15
Lewistown	10
Miles City	10
Missoula	40
TOTAL	228

The cost of providing these services is projected to be \$ 271,202. Thus the average cost per participant is \$1,185.

E&T WELFARE REFORM PILOT

This project is in the initial stages of planning. It will utilize \$84,309 of the 100% grant funds plus \$10,000 supportive services funds (50-50). The department has recently been involved in implementing the four AFDC pilots described previously. The intent of these pilots is to provide the state with insight as to which options work best in preparing Montana's needy for self-sufficiency. The department will further evaluate the welfare reform approaches that were included in these pilots. The E&T Welfare Reform project will pursue approaches that have not been adequately addressed with these pilots. The department is interested in the following approaches: Emergency Work Program (Utah, Michigan); skills training; Montana Conservation Corps; job search using performance based contracting; teen pregnancy programs; drug and alcohol treatment and training; and employment incentives for public assistance recipients such as extended medical coverage.

A detailed budget and description of the project will be provided prior to implementation. A start-up date would likely not be until January 1, 1989.

PART 2: PROGRAM PARTICIPATION AND EXEMPTIONS

Work Registration Population

In April, 1987, the State of Montana began collecting E&T work registrant data on a manual basis while an automated system was being implemented. automated system began accumulating data on October 1, 1987. Data has been input each month since identifying the characteristics of food stamp recipients. On October 31 of each year, the masterfile of E&T registrants will be compared with the MIMS system which tracks issuance of benefits. E&T masterfile will be updated and only those cases that are "open" for food stamp benefits on MIMS will be retained on the E&T masterfile. A count by category of those remaining will provide the number of work registrants on October 31. The programming is still being completed that will provide the year end figures. Consequently we are unable to accurately estimate the number of registrants that is expected on October 31. The results of the FFY88 second quarter FNS-583 report shows 8,342 new unduplicated work registrants. From this figure it seems reasonable to have approximately 16,000 unduplicated work registrants by the end of the federal fiscal year. Until our system is completed and we begin comparing "new work registrants" against the masterfile of "old" work registrants (approximately 60 days), the state will be unable to estimate the number of new registrants that will be added each month.

Exemption Criteria:

A review was done of the quality control data for the period of January 1986 through June 1986. The sample indicated that 62% of the recipients reviewed fit into categories that would exempt them from E&T participation - ill, child(ren) under 6 years of age, or other. The unduplicated food stamp caseload count for State Fiscal Year (SFY) 1987 contained 100,217 recipients (14,223 cases). Projected statutory exemptions would leave a non exempt pool of 38,181 recipients. The chart on the following two pages gives a break down by county of these exemptions.

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	Total	25.5%	27.4%	9%	Total	Exempt
County	Recipient	111	Child/6	Other	Exempt	Cases
Beaverhead	1006 .	257	276	91	623	383
Big Horn	4138	1055	1134	372	2561	1577
Blaine	1599	408	438	144	990	609
Broadwater	509	130	139	46	315	194
Carbon	1020	260	279	72	631	389
Carter	85	55	23	8	53	32
Cascade	10001	2550	2740	900	6191	3810
Choteau	343	87	94	31	212	131
Custer	1511	385	414	136	935	576
Daniels	46	12	13	4	28	18
Dawson	1089	278	278	78	674	415
Deer Lodge	1753	447	480	159	1085	668
Fallon	255	65	70	23	158	97
Ferqus	859	219	235	77	532	327
Flathead	7987	2037	2188	719	4944	3043
Gallatin	3689	941	1011	332	2233	1406
Garfield	33	8	9	3	20	13
Glacier	4914	1253	1346	442	3042	1872
Golden Valley	, 63	16	17	6	39	24
Granite	468	119	129	42	290	178
Hill	2506	639	687	225	1551	955
Jefferson	709	181	194	64	439	270
Judith Basin	98	25	27	9	61	37
Lake	3302	842	905	297	2044	1258
Lewis & Clark		1217	1308	430	2954	1819
-Liberty	42	11	12	4	26	16
Lincoln Madison	3237 377	825 96	887 103	291 34	2004 233	1233
McCone	51	13	103	5	35	144
Meagher	188	48	52	17	116	19
Mineral	599	153	164	54	371	72 220
Missoula	965S	2463	2546	869	5978	229 3480
Musselshell	434	111	119	39	269	165
Park	1621	413	444	146	1003	618
Petroleum	21	5	6	2	13	9
Phillips	314	80	86	28	194	120
Pondera	351	90	96	32	217	134
Powder River	97	25	27	9	60	37
Powell	778	198	213	70	462	296
Prairie	165	42	45	15	102	63
Ravalli	2776	708	761	250	1718	1058
Richland	1688	430	463	152	1045	643
Roosevelt	2387	609	654	215	1478	909
Rosebud	2436	621	667	219	1508	928
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STATE OF MONTANA
EMPLOYMENT AND TRAINING PLAN

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Sanders	1218	311	334	110	754	464
Sheridan	312 -	80 -	85	28	193	119
Silver Bow	5728	1461	1569	516	3546	2182
Stillwater	411	105	113	37	254	157
Sweet Grass	188	48	52	17	116	72
Teton	403	103	110	36	249	154
Toole	445	113	122	40	275	170
Treasure	47	12	13	4	29	18
Valley	1056	269	289	95	654	402
Wheatland	153	39	42	14	95	58
Wibaux	116	30	32	10	72	44
Yellowstone	10159	2591	2784	914	6238	3871
Total	100212	25554	27458	9019	62031	38181

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The State of Montana plans to exempt recipients from participation based upon both categorical and individual reasons.

Select geographical areas are exempt from participation in the Food Stamp Employment and Training Program. The following chart reviews county population, food stamp caseload size, civilian labor force size, and the unemployment rate. The chart groups by areas served and by geographical regions for areas not served. Food Stamp case loads are unduplicated case counts by county for state fiscal year 1987. Data was also obtained from the Research and Analysis Bureau of the Department of Labor and Industry publication "Labor Market Information Statistics in Brief, July 1987".

EMPLOYMENT AND TRAINING PROGRAMS

PARTICIPATING COUNTIES

	1985	undup.	%	Labor	3/87	10/86
County	pop.	cases ·	pop	Force	Unemployed	Rate
STATE ASSUMED	COUNTIES	WITH PROJECT	WORK	COMPONEN	its	
Deer Lodge	11000	708	6.4	4498		9.1
Lake	20800	1128	5.4	10197	542	5.3
Lincoln	18800	1190	6.3	8635	737	8.5
Mineral	3600	228	6.3	1603	115	7.2
Park	13300	690	5.2	6456	349	5.4
Powell	6800	293	4.3	3178	145	4.6
Pavalli	25000	961	3.8	11127	804	7.2
STATE ASSUMED	COUNTIES	WITH PROJECT	WORK	AND JOB	SEARCH COMPONENTS	
Cascade	80300	4223	5.2	38030	2455	6.5
Flathead	56800	2879	5.1	29887	1896	6.3
Lewis & Clark	46100	2122	4.6	26426	1639	6.2
Missoula	77300	4263	5.5	40261	2108	5.2
Silver Bow	34300	2454	7.2	13649	1129	8.3
				OMPONENT		
Yellowstone	120600	3814	3.1	60930	3734	6.1
	A DISPLA		PROJI		LISTED ABOVE	
Custer	13300	583	4.4	6752	292	4.3
Fergus	12800	316	2.5	6012	376 1006	7.1
Gallatin Hill	48200	1397	2.9	26666	1086	4.1
n111	18100	874	4.8	8834	580	6.6

NON PARTICIPATING COUNTIES

County	pop.	undup cases	% of pop.	<u>CLF</u>	3/87 Unemployed	10/86 <u>Rate</u>
REGION I						
Counties witho	ut a Job	Service Of				
Sheridan	5800	115	2.0	2589	73	2.8
Daniels	2700	22 .	.8	1262	36	2.9
Phillips	5700	111	1.9	2871	157	5.5
Wibaux	1400	34	2.4	588	27	4.6
Prairie	1800	34	2.4	767	33	4.3
McCone	2500	23	.9	1321	23	1.7
Garfield	1700	14	.8	909	19	2.1
Treasure	1000	21	2.1	525	13	3.2
Rosebud	13500	641	4.7	5488	503	9.2
Powder River	2500	33	1.3	1423	42	3.0
Fallon	3900	88	2.2	1587	82	5.2
Carter	1700	30	1.8	1032	50	4.8
Counties with	a Job Ser	vice Offic	e but wi	th less	than 750 Food	Stamp Cases
Roosevelt	11600	645	5.6	5619	412	7.3
Valley	9600	355	3.7	4777	236	4.9
Richland	14200	569	4.0	6425	435	6.8
Dawson	11700	342	2.9	5940	242	4.1
REGION II						
Counties witho		Service Of	fice			
Judith Basin	2700	32	1.2	1410	50	3.5
Petroleum	700	7	1.0	310	04	1.3
Musselshell	4800	157	3.3	1958	156	8.0
Golden Valley	1100	16	1.5	618	35	5.7
Wheatland	2300	55 60	2.4	1216	102	8.4
Sweet Grass Stillwater	3300 6200	69 149	2.1 2.4	1444 2661	52	3.6
Carbon	8600	351	4.1	4260	133 243	5.0 5.7
Big Horn	11600	1065	9.2	4851	579	5.7 11.9
	-1000	1000	J • L	7001	3,3	11.5

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County	pop.	undup cases	% of pop.	CLF	3/ Unempl	′87 oyed	10/86 <u>Rate</u>
REGION III							
Counties withou							
Glacier	11500	1443	12.5	6176		632	10.2
Liberty	2500	16	.6	912		39	4.3
Blaine	7100	497	7.0	3421		287	8.4
Chouteau	6100	114	1.9	2918		102	3.5
Teton	6500	160	2.5	3043		125	4.1
Pondera	6900	151	2.2 -	3191		160	5.0
Counties with a					than 750		
Toole	5700	187	3.3	2365		99	10.2
REGION IV							
Counties withou		Service Off	ice				
Meagher	2200	71	3.2	1212		59	4.9
Broadwater	3500	160	4.6	1689		134	7.9
Jefferson	8000	256	3.2	4840		190	3.9
Madison	5700	122	2.1	3310		137	4.1
Granite	2700	169	6.3	1237		84	6.8
Counties with a					than 750		
Beaverhead	8600	465	5.4	4928		148	3.0

KEGIUN V				
Counties	with	a Jo	b Serv	/ic

Counties with	a Job Serv				than	750 Food	Stamp Cases
Sanders	9200	412	4.5	3272		314	9.6

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The Food Stamp Employment and Training Programs have been targeted to serve a varied group of recipients. Non Assistance and Public Assistance Food Stamp recipients are served in Food Stamp Job Search. General Relief recipients are served by Project Work. The Displaced Homemaker project serves individuals who have not been served in either Project Work or in Job Search. Project areas were selected based upon political subdivisions, population density and county caseload size. Lincoln, Mineral, Park, Powell, Ravalli, Cascade, Flathead, Lewis and Clark, Missoula, Silver Bow, Yellowstone, Custer, Fergus, Gallatin and Hill Counties contain 74% of the population of the State of Montana. Approximately eighty percent of the unduplicated food stamp case load is located in these counties. The balance of the population and Food Stamp caseload is spread out over the remaining 39 counties. Impracticality was the primary determinant in exempting participation by recipients living in these 39 counties in the state.

<u>Categorical Exemptions - Geographical</u>

Job Service Offices are essential for the projects that are being operated. Thirty one of the remaining counties do not have a Job Service Office. This was a determinant in granting geographical exemptions.

Counties with a Job Service Office but with less than 500 food stamp cases (unduplicated) per year were exempted. Cost effectiveness was considered and the determination made that it would be a better use of limited dollars to not operate programs in counties with small caseloads. However, the Montana Legislature has mandated that Project Work be administered in the State Assumed Counties regardless of the size of the case load.

The following counties had caseloads between 500 and 750 but were eliminated for the reasons specified.

Rosebud county has been labeled by the Department of Labor and Industry as a "Labor Surplus Area". It had an average unemployment rate exceeding 8.6% for two calendar years (1/83-12/84). Additionally, there is not a Job Service Office in the county. Lack of a Job Service Office, the high unemployment rate, limited employment opportunities, and geographical isolation make it impractical to operate an Employment and Training component in this area.

Big Horn County is adjacent to Rosebud county. There are no large towns in the county and there is no industry. The unemployment rate in Big Horn County was 12.5% for May, 1988. Big Horn County is a "Labor Surplus Area". There is not a Job Service Office in the county. It is impractical to operate an Employment and Training component in this area due to the high unemployment rate, lack of employment opportunities, and the fact that there is not a Job Service Office in the county.

Roosevelt county is in the northeast corner of the State of Montana. It is an agricultural area with few employment opportunities except in ranching. The unemployment rate for Roosevelt County was 7.5% for May 1988. It would be impractical to operate an Employment and Training component in this area.

Richland County is adjacent to Roosevelt County. It also is an agricultural county. Few employment opportunities exist outside of ranching. The May 1988 unemployment rate was 8.8%. Richland has been declared a "Labor Surplus Area" by the Department of Labor and Industry. It would be impractical to operate an Employment and Training component in this area.

Glacier County is strictly an agricultural area. The May 1988 unemployment rate for the county was 9.8%. There is not a Job Service Office in the county. Glacier County has been declared a "Labor Surplus Area" by the Department of Labor and Industry. It would be impractical to operate an Employment and Training component in this area due to the depressed economy and the lack of employment opportunities.

Categorical Exemptions - Non-Geographic

The State of Montana has chosen to not exempt recipients during their first 30 days of participation in the food stamp program.

Individual Exemptions

The State of Montana will allow for individual exemptions on a case by case basis. The County Welfare Director, or designee, will have the authority to grant individual exemptions. These exemptions fall into three main categories: lack of transportation, lack of child care, and temporary

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disability. Exemptions are granted until the circumstance that caused the exemption has changed.

The Food Stamp Job Search program will exempt any individual who lives in excess of 50 miles from the labor market or who has no available transportation and the distance to potential employers prohibits walking. In addition the program would exempt any individual who has a medical, language or family problem that would affect availability for work or ability to seek or obtain employment.

Project work exempts from participation persons who have been examined by the department's contracted physician and determined to be infirm. There must be a disability that impairs a life function and prevents the person from engaging in substantial gainful work. A copy of the "Determination of Infirmity Report" is included in the Appendix. Individuals will also be exempted if their Employability Development Plan identifies a serious barrier to employment which cannot be remedied by available supportive services - day care and transportation. An exemption is also granted if the person lives in excess of a two hour drive (round trip) by available transportation. If registered child care is unavailable, the individual will be given an exemption until child care can be found.

The Displaced Homemaker project is a voluntary program and would not have rules to either exempt or mandate participation.

TABLE 1

ESTIMATED PARTICIPANT LEVELS

Α.	Total number of work registrants in State during the planned Federal Fiscal Year		16,684
В.	Number of work registrants categorically		
	exempt from E & T participation	3,498	
С.	Number of work registrants individually		
	exempt from E & T participation	418	
D.	Total number of work registrants		
	exempt from E & T		3,916
Ε.	Percent of all work registrants exempt from	22%	
	E & T	23%	
F.	Number of E & T mandatory participants		12,768



TABLE 2

ESTIMATED E & T PLACEMENT LEVELS

1.	Number of mandatory participants expected to begin a component	9,354
2.	Number of volunteer participants expected to begin a component	228
3.	Number of NOAAs which will be sent for E&T noncompliance	864
4.	Total number of placements the State expects to make during the year	10,446

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PART 3: PROGRAM COORDINATION

Intra-agency Coordination

The State of Montana has utilized an integrated approach and coordinated the work programs in all of the assistance programs.

An applicant for multiple assistance programs in the State of Montana is required to attend one in-person interview to determine their eligibility for all of the programs that they have applied for. Some counties use an intake worker to do the initial certification and then transfer the case to a maintenance worker; in other counties one worker keeps the case throughout the time a recipient receives assistance. Regardless of which system the county uses a recipient would have only one case worker at a time. Consequently there is not a problem with inter-agency communication. Case files are integrated so that there is not a separate case file for Food Stamps and for General Assistance.

At the initial certification interview the eligibility technician obtains all pertinent information for an eligibility determination. Work registration is completed. Applicants are then screened for referral to appropriate E&T programs. Referral follows a determination of eligibility for assistance. Mandatory registrants who receive General Relief in one of the twelve project areas are referred to Project Work. Other mandatory registrants living in the six Job Search project areas are referred for Job Search services. Referrals work both ways for the Displaced Homemaker program. The eligibility technicians at the county welfare office will often refer recipients on a voluntary basis for participation. Many times the providers will already be working with a volunteer and note a need for public assistance and will then refer the participant for help at the welfare department. An organization flow chart is enclosed describing the service process for each program (see Attachment 5).

Project Work has a number of forms that are used for program administration (see Appendix). Three copies of each form is prepared. One copy is given to the participant, one copy is for the Office of Human Services (SRS), and one copy is for the service provider. The initial referral from the county Office of Human Services (SRS) to the service provider is the PWP 21/07-86. Atten-

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dance sheets are submitted weekly to the county office and compliance is strictly enforced. Form PWP 22/07-86 is offered as a model. However, several counties have developed unique forms that meet the timely requirement and serve their purpose better. The service provider is required by contract to notify the County Office of Human Services within 10 days of any non compliance. Notice of non-compliance and proposed sanction action is mailed to the participant immediately. If "good cause" is not provided, the sanction is applied ten days after the notice of non compliance was mailed.

After referral to Project Work the recipient may claim a disability that they feel would prevent their participation. The recipient is referred to a contracted medical doctor (located in each of the twelve locations). The doctor examines the recipient and completes form EA/SA-9 which he submits for peer review. If found "infirm" the recipient is given an exemption from participation for as long as the infirmity is expected to last. A review of the determination is made at least every six months.

Job Search utilizes separate forms. The referral from the county office to the Job Service is done on SRS Form FS-53. If a participant fails to comply, within 10 days the Job Service office sends a "Notice of Failure to Comply" to the participant and the county office. The county office immediately sends a "Work Registration/Notice of Disqualification" informing the participant that he/she has failed to comply and that a sanction will be applied against the household. The Notice provides the participant with a notice of their rights and a statement of how the sanction can be prevented or terminated. If within ten days the participant does not comply or provide "good cause" for their lack of action, the sanction is applied.

Generally, a recipient is referred to the E&T program at the time that the letter of benefit approval is issued. The recipient is notified in writing of the time and location for his/her assignment. In addition this written referral will notify the recipient of his/her rights and responsibilities. The contracted service provider is required to notify the department within ten days of client noncompliance. The Eligibility Technician is required to take the appropriate action within ten days. If appropriate, a sanction would then be applied at the beginning of the next benefit month.

Inter-agency Coordination

The department has contracted with the Department of Labor and Industry to administer each of the projects included in the Food Stamp E&T Program. Consequently, coordination with their other programs is routine. In addition, the bond between the two agencies has increased during the past year, thus increasing the combined effort to obtain the most efficient and effective program possible.

AFDC recipients who are participating in the E&T program will be individually evaluated for availability of AFDC funds such as day care and use of income disregards. General Relief recipients whose identified needs for supportive services exceed \$25 per month, will receive funding for those services from the State General Fund.

The local Job Service Office also provides services at no cost. In the first component of Project Work, recipients are assessed at no additional cost to the department. This generally involves the use of the General Aptitude Test Battery (GATB) and other test tools as needed. From these results an Employability Development Plan is written. The Job Service will also routinely evaluate recipients and participants for referral to other programs such as JTPA and WIN. In SFY86 300 General Relief recipients received JTPA services. In SFY87 322 General Relief recipients received JTPA services. More GA recipients are receiving JTPA services since Project Work began.

Project Work is administered jointly between the Food Stamp program and the General Relief program in the twelve State Assumed Counties. All able bodied General Relief recipients who also receive Food Stamps are required to participate in this intensive program. Funding is 50% Federal (FNS) and 50% State General Fund. Each county has a local task force that is responsible for the ongoing operation of the county program. They are required to recommend funding for the different components and serve as an advisory board for the county program. The Project Work Task Forces continually evaluate local resources to identify additional services for participants.

Project Work utilizes the services available through the local adult education programs. A great deal of the remedial education is provided in Project Work

by the adult education centers. There is no expense to the E&T program for these services.

Rural Employment Opportunities (REO) also provides training and placement assistance to recipients that are interested in employment in agricultural fields. There is no charge to the agency for this referral.

The education system in Montana provides a number of services to participants in Project Work. A number of participants are granted waivers from participation if they are participating in comparable training obtained through other programs and if their Employability Development Plan indicates that attending training will remove serious barriers to employment. This could include classes at Vocational Education Centers. The costs of the Vo Tech training can generally be paid through the JTPA program. As mentioned earlier, a large number of participants obtain free or low cost training through Adult Basic Education (ABE). This is a major referral source for Project Work. A large number of participants are illiterate or have barriers to employment that can be addressed by ABE. Counseling is obtained through local Mental Health Centers at no cost to the department. Each county also provides limited alcohol/drug dependency counseling on an out patient basis.

The department coordinates all E&T programs through the Department of Labor and Industry. The Department of Social and Rehabilitation Services has a Memorandum of Agreement with the Department of Labor and Industry to administer Project Work. They in turn contract with other agencies to provide direct services to participants. These subcontracts are formal, written contracts. All subcontracts are available for inspection. The Food Stamp Job Search program is administered through a formal contract based upon actual costs of operation. This contract is available for federal inspection upon request.

The Montana Job Training Coordinating Council has been established by the Governor to review and evaluate job training programs in the state, such as JTPA. They have reviewed Project Work and have been instrumental in establishing funding levels, placement goals, and supportive service levels for SFY89.

A memorandum of agreement is being drafted and will be signed between the department and the Displaced Homemaker Centers prior to implementation of the project on October 1, 1988.

TABLE 3

 $\label{eq:Summary of Summary of Interagency coordination for the Food Stamp E\&T Program \\$

Areas of Coordination	Agencies	# of part.	Method of coord.
Delivers component-			
JOB SEARCH	Labor & Industry- Job Service Div.	5460	contract
Joint Component/with	Labor & Industry-	3894	Memo of
another program			Agreement
PROJECT WORK	Job Service Div.		contract
	Montana AFL-CIO Silver Bow Co.		contract contract
	Lewis & Clark Co.		contract
	Cascade Co.		contract
	City of Phillipsburg		contract
	Deer Lodge Co.		contract
	Dist. XI HRDC Northwest HRDC		contract
	MOLCHWASE UKDE		contract
Referral to another	Displaced Homemaker	228	Memo of
program	Center		Agreement

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PART 4: PROGRAM COSTS AND FINANCIAL MANAGEMENT

Planned Costs of the State E&T Program

The projects under the Food Stamp Employment and Training Program have an estimated budget of \$ 2,073,860. Prior to April 1, 1987, the Food Stamp Job Search Program was funded entirely with Federal funds and Project Work was funded with a mix of State and Federal funds. In FY88 the majority of the Job Search contract was funded with 100% federal money. The balance of that contract and all of the expenditures of PWP were funded with 50% federal and 50% state money.

The federal 100% grant for FY89 (325,309) will fund the majority of the Job Search contract with the Department of Labor and Industry at \$191,000. \$35,000 will be used for the salary of the Employment and Training Coordinator. An additional \$15,000 has been allocated for administration - travel, supplies, and other operational expenses. The balance of \$84,309 will be used to fund the E&T Welfare Reform project.

The state seeks funding at a 50% federal level for all Project Work expenditures (except supportive services that exceed \$25 per recipient per month) and allowable expenditures of the Displaced Homemaker project.

The following table details the funding sources for the projects for the period of 10/01/88 through 09/30/89:

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TAPLE 4 OPERATING BUDGET

	State Adr	State Administration		Participant
Component	Salary & Benefits	Other Costs	Contractual Costs	Reimbursement (State plus Federal)
Job Search			\$ 214,247.00	16,380.00
Project Work	-		1,317,925.00	109,797.00
Displaced Homemakers			262,489.00	8,713.00
E&T Welfare Reform			84,309.00	10,000.00
Overall State E&T Administration	\$35,000.00 \$15,000.00	\$15,000.00		
Total State E&T Costs	\$35,000.00 \$15,000.00	\$15,000.00	\$1,878,970.00	\$144,890

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Table 5

Planned Fiscal Year Costs of the State E&T Program by Category of Funding

FOT Count Founds	<u>FY88</u>	FY89
E&T Grant Funds (100% Federal):	\$ 184,000.00	\$ 325,309.00
Additional E&T Expenditures: 50% Federal: 50% State:	710,875.00 710,875.00	801,830.50 801,830.50
Participant Expenses Reimbursed: Up to \$25 per month		
50% Federal: 50% State:	41,800.00 41,800.00	67,445.00 67,445.00
Above \$25 per month 50% Federal	21,400.00	10,000.00
Total E&T Program Costs:	\$ 1,710,750	\$ 2,073,860.00

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The State of Montana does not anticipate incurring educational costs except for the Job Search training which has already been described.

The State of Montana is very dedicated to employment and training programs for recipients of public assistance and food stamps. This is evidenced by the state's financial support of the Employment and Training Program during the past year, the support provided for Project Work prior to its inclusion in the Employment and Training Program and the continuance of the Food Stamp Job Search program over the past several years, the AFDC pilots that are being pursued and the plans for the E&T Welfare Reform Pilot.

The preliminary statistics that have been gathered for the Job Search Program for SFY88 have been very impressive. For the period 7/01/87 through 6/30/88, 2,609 recipients were referred to the Job Service offices. 351 participants obtained employment as a result of participating in Job Search. An additional 632 participants were disqualified from food stamp due to non-compliance with Job Search requirements.

The GAR 100 report for Project Work indicates that 3,651 participants (unduplicated count) were enrolled in PWP during the year. Just under 30% of the 2,082 terminations from the program were due to placements into employment (624). The employment wage averaged \$ 4.82 per hour. This population is obviously the most difficult to serve of the food stamp case load. They are General Relief recipients who generally tend to be undereducated, haven't been employed in the past several years, are unreliable and suffer from severe drug and alcohol dependency. The purpose of the Project Work Program is to provide intensive training to increase the participant's employability. This is accomplished by requiring daily training, counseling, assessment and job search for each participant. Participants are required to commit 40 hours per week and the costs have been scrutinized carefully to make the project as cost effective as possible. The Montana Job Training Coordinating Council has been given the responsibility of allocating funding for Project Work. They have approved the levels that are included in this plan.

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The Department of Social and Rehabilitation Services has contracted administration of each of the projects to the Department of Labor and Industry. The contracts are based upon actual costs.

Direct services for the Food Stamp Job Search Project will be provided by the Job Service Division of the Department of Labor and Industry through their local Job Service Offices. Direct services for Project Work will be subcontracted to different agencies depending upon the location: local Job Service Offices, Human Resource Development Councils, County Commissions, Montana AFL-CIO, and a city government. The provision of these service agencies will be monitored by the Employment Policy Division of the Department of Labor and Industry.

Project Work has been authorized by the Montana Legislature during the March 1986 Special Session of the 49th Legislature. The Department of Social and Rehabilitation Services was given the responsibility to implement the program. A task force was appointed in each of the twelve State Assumed Counties to oversee the development of the program in each county and to allow for flexibility based upon the county's needs. The task forces have continued responsibility to monitor the performance of the local programs and to make recommendations on funding and other changes that may be needed. The department has entered into a Memorandum of Agreement with the Department of Labor for the administration of the complete program.

The Job Search project operates via a signed contract between the Department of Social and Rehabilitation Services and the Department of Labor and Industry.

Due to the success of the ongoing programs and the State's commitment to employment and training programs the additional costs to the federal government are justified.

Participant Reimbursement

The State of Montana will provide reimbursement to participants based upon the actual cost of services provided. These expenditures must be identified on the Employability Development Plan as a barrier to employment and may include

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transportation, child care, clothing and other miscellaneous expenditures necessary for the participant's employability. The Project Work budget allows for a total reimbursement allowance of \$ 109,797. The federal share of this expenditure is estimated to be \$ 49,898.50. The Food Stamp Job Search budget allows \$ 16,380 (\$ 8,190 federal). The Displaced Homemaker project has allocated \$8,713 for supportive services (\$4,356.50 federal). The E&T Welfare Reform pilot has identified a need of \$10,000 for supportive services (\$5,000 federal).

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Method for Obtaining the Initial and On-going Count of Work Registrants:

The initial count and on-going counts of work registrants will be compiled Αt certification, manual and electronical means. through both recertification and whenever a change of E&T status occurs, the county eligibility technician will complete form SRS/EA-148. The form (see Exhibit 5) allows for the coding of each household member that is required to register for E&T participation. The EA-148 is returned to the central office for data entry. A master file is compiled showing the most current registration code for each recipient. Each calendar quarter a report is prepared by county and statewide that lists the unduplicated number of registrants for each code. This data is used to compile the registration sections of the FNS 583. On October 31 of each year, the E&T masterfile will be compared to the food stamp masterfile on MIMS. The E&T masterfile will be updated - cases that are registered on the E&T masterfile, but are closed on MIMS will be deleted from the E&T masterfile. Thus on the 10/31 run, a complete count will be provided that lists all open food stamp cases on October 31 and the registration code for each registrant. Beginning on November 1, data from the SRS/EA-148 will be input into the E&T system; only cases that are not already on the masterfile will be counted. These "new" registrants will be reported quarterly on the FNS-583.

Placements will be reported in a different manner for each of the projects. Project Work service providers submit monthly reports to the Department of Labor and Industry. These reports are input into their computer system. Quarterly they submit participation reports to SRS. The GAR100 provides detailed information on program performance by provider and a statewide summary (see Exhibit 6). The GAR101 provides the same information by county (see Exhibit 7). The GAR170 provides demographic information by provider (see Exhibit 8). In addition, the Employment Policy Division of the Department of Labor and Industry provides a quarterly written statement of participant enrollments by component. GAR171 provides the same information by county.

Participation in Job Search is reported monthly by the Job Service Division of the Department of Labor and Industry (see Exhibit 9).

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Participation in the Displaced Homemaker project will be reported quarterly.

Organizational Responsibility for E&T Reporting

The following person is the Coordinator of the Employment and Training Program. He is responsible for the operation of the program and is responsible for all non-financial E&T reports:

Jerry Grimes
Management Analyst III
Field and Program Management Bureau
Economic Assistance Division
Department of Social and Rehabilitation Services
P.O. Box 4210
Helena, Montana 59604
(406) 444-4540

COMPARISON OF PROPOSALS

Applicant

Women in Transition, Gallatin Council, Bozeman "Designing Changes"

Target Group: Priority service to AFDC recipients who gave birth before age 21; have received AFDC benefit payments for minimum of 12 uninterrrupted months

Innovative Components: Concurrent enrollment of all family members with separate identified activities for pre-adolescents, adolescents, and heads of households. Single point of entry, case management approach. Contracted family therapist on staff. No participant terminations from program until attainment of economic self-sufficiency is reached. activities: health education, parenting skills, grant diversion. Extended Medicaid--then private health insurance plan provided. Job commitments from area employers with full benefits. HOME-type peer newsletter and group support meetings; participant/program agreement.

Evaluation Plan: Independent evaluation by Montana University Research Center using two separate control groups. Provide quarterly follow-up of both groups. Two evaluation reports + one final evaluation report. Two interim follow-up criteria include: planned employment rate of 51%, follow-up weeks worked of 9, and follow-up weekly earnings of

Other Funding Resources:

Job Service: JTPA youth and adult training slots for On-the-job training and Work Experience.

HRDC: Community Service Block Grant \$2,000 for transportation. priority for direct assistance with payment of delinquent energy bills.

HRDC: Reserved JTPA Summer youth training positions.

HRDC: Reserved public housing units.

United Way: Reserved "homeless" funds for emergency housing and

Gallatin Co Food Bank cooperation.

WIT: New Horizons day care assistance.

Project Challenge-Work Again: job development assistance.

Gallatin Co. Economic Corporation: business incubator assistance.

Waivers:

See SRS letter of May 20, 1988.

Applicant
District XI HRDC, Missoula
"Options Unlimited"

Target Group: Highly motivated AFDC recipients

<u>Innovative Components:</u> Single point of entry, case management approach. Eight-step self-assessment scale for individual individual enrollees with program goals of 72 participants completing minimum of one step and 61 participants achieving year long goal. types of "training tracks": self-employment; placement; and multiple-year education and training. unlimited workshops in both urban and rural counties. Substance abuse treatment and family therapy. HOME-type peer newsletter and group support, alumni positive role models. OJT bonus successful of 15% to employers following transition to employment. Significant number of clients planned to enter basic education, then pre-university classes. case management staff person, employment and training staff person, intake specialist, and intake advocate to be hired.

Evaluation Plan: Quarterly follow-up of clients. Independent evaluation by University of Montana Sociology Department using control group of AFDC persons on file with Job Service, random selection. Will administer same self-sufficiency assessment scale with control group. Will create control sample during second year. Participant evaluation with direct measurements of program achievements during first and second years.

Other Funding Resources:

Montana Women's Economic Development Corporation (MT WEDCO): task force representative; training provider
Missoula Community Business Incubator (MCBI): training provider
HRDC: \$42,000 FEMA funds for food and lodging for homeless population, with priority for AFDC model program participants
Job Service: Coordination for enrollment of model program participants into JTPA training positions; assistance in payment of incentive bonuses to employers following OJT completion; AFDC task force representative
YWCA: Battered Women's Shelter and New Horizons displaced

YWCA: Battered Women's Shelter and New Horizons displaced homemaker services coordination for AFDC model program participants; task force representative

Child Care Resources: task force representative Literacy Volunteers of America, Missoula: literacy tutoring

Points to Consider:

OJT incentive bonus of 15% of OJT contract amount may exceed training expenditures by the employer which may result in unfair competition in the private sector. Serves Missoula, Ravalli, and Mineral counties and provides urban/rural mix. Target group of highly motivated clients and selecting control group during second year may require renegotiation. Waivers:

See SRS letter of May 20, 1988.

Applicant
Helena Job Service
"NETWORK"

<u>Target Group:</u> Twenty two-parent AFDC UP (Unemployed Parent) couples (forty individuals), and thirty single parents aged 16-21 years of age.

Innovative Components: Mandatory five-week Career Preparation classes. WIN to be used as single point of entry and WIN exemptions to be used to determine which clients will enter training and which will be assigned to control group. Family case management team; parenting skills. Exploring development of job coach program with the Department of Administration. Math anxiety classes; crisis intervention, transitional life skills. Transpersonal counselor on staff, Mentor's network, HOME-type support group. Workfare positions for some AFDC recipients.

Evaluation Plan: Quarterly follow-up of clients. Contracted independent evaluation plan, using a control group composed of model program-exempted clients (WIN criteria to identify exemptions). Participant program evaluation forms to be completed. Quantitative criteria to be used such as improvement of literacy skills, attainment of GED, participation at the Adult Learning Center, enrollment in training programs, participation in counseling, achievement of positive work habits, and job placement.

Other Funding Sources:

Medicaid-allowed five weeks of counseling;

Job Service: \$20,000 JTPA youth and adult training positions. Rocky MT. Devel. Corp.: \$20,000 JTPA youth training positions and Workfare positions.

Boyd Andrew: Drug and Alcohol evaluations

Rural Employment Opportunities: on-the-job training positions and job placement assistance.

Career Training Institute: New Horizons day care assistance and 5 week classes for single parent households.

Project Work Program: 5 week classes for UP households.

Mental Health: referrals for counseling. Friendship Center: support for families.

Family Planning Services

Points to Consider:

Three month start-up period with staff hired September 1, 1988, and mandatory enrollments beginning January 1, 1988. Enrollments will be staggered, with one third enrolled January through March, second third enrolled April through June, and final third enrolled July through September 1989. Control group of exempt clients may need to be renegotiated to include similar clients to those enrolled in training.

Waivers:

See SRS letter of May 20, 1988.

Applicant:

District 7 Human Resources, Billings "Families for Self-Sufficiency"

Target Group: AFDC recipients and their families.

<u>Innovative Components:</u> Family development team and case management approach. Three phases: psychological assessment and treatment; vocational/educational training activities; and job coaching/connection activities. Self-sufficiency skills focus. Hiring incentives such as Targeted Jobs Tax Credits and Grant Diversion. Transitional and family support.

Other Funding Resources:

HRDC: \$60,000 Community Service Block Grant funds for overall design and assistance to AFDC families.

HRDC: \$10,000 Community Development Block Grant day care scholarship funds.

YWCA Women's Center: \$5,000 New Horizons day care assistance. Adult Basic Education Center: upgrade of educational skills and preparation for GED.

Job Service: job skills testing, job placement assistance YWCA Gateway House: emergency shelter or transitional housing Youth Manpower employment, private medical insurance coverage on sliding fee scale, commodity food products, fuel assistance, rental/housing assistance.

Head Start: early childhood education
WIC: women, infant, and child health program

EFNEP: nutritional education

County Welfare: food stamps, emergency economic assistance Family Service: emergency food, clothing transportation and medical assistance.

Evaluation Plan: Weekly statistical documentation. Up to one year follow-up and evaluation of "how similar characteristics of AFDC persons contributed to placement in certain training component phases".

Points to Consider: Program began serving families in Billings area in winter 1987-88, this funding will be used to expand services available to AFDC families.







	GAPIOO DATE OF HUV: 06/15/88 PAGE 13	/15/88	*	1 1 3 1		E OF MONTANA T PULICY DIVISION	UPERATO		STATEWIDE	0E SUMMARY	- ₽ ~
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DEPARTMENT OF LABOR AND INDUSTRY
JOH TRAINING REPORT

EMPLOYMENT POLICY DIVISION STAIC OF MUSICANA

COUNTY CODE: 013
NAME: CASCADE
NONTH: MAY FY: 1908

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999 Oct 1975

DEPARTMENT OF LABOR AND INDUSTRY JOB SERVICE DIVISION -750 (2000)

TED SCHWINDER, GOVERNOR

STATE CAPITOL

(406) 444-4100

HELENA, MT 59624

June 20, 1988

Lee Tickell, Administrator Economic Assistance Division Department of Social and Rehabilitation Services Helena, MT 59604

Dear Lee:

The following is a report of activities under the Food Stamp Job Search Program:

				(Great			
	v, 1988,	Butte	Helena	Falls	Billings	Kalispell	Missoula	Total
Α.	Referred	19	21	26	93	26	17	202
В.	Assessed	15	12	15	55	12	14	123
C.	Job Ready	15	11	14	51	11	14	116
D.	Job Search	15	11	14	49	11	14	114
1.	Placed	4	1	1	14	1	13	34
F.	Obtained							
	Employment	2	2	5	13	6	13	41
G.	Non-Compliance	4	9	42	68	14	33	170
Н.	Disqual-							
	ifications	0	7	7	24	5	5	48

Cumulative		PLAN	% OF PLAN
A. Referred	2377	3640	65.3%
B. Assessed	1531		
C. Job Ready	1529		
D. Job Search	1494		
E. Placed	377		
F. Obtained Employment	329		
G. Non-Compliance	1453		
H. Disqualifications	532		

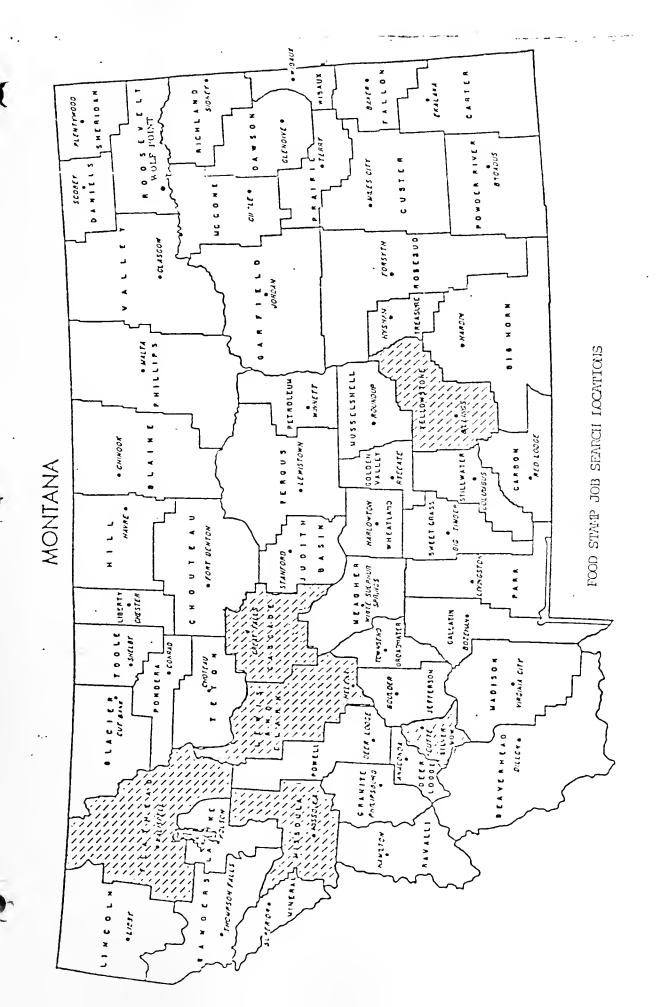
If you have any questions, please call me at 444-2492.

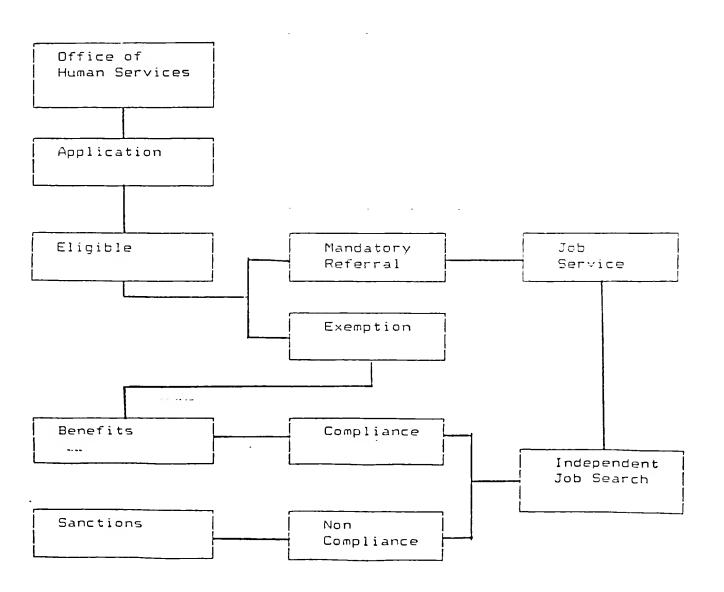
Sincerely,

Food Stamp Job Search Coordinator

Jerry Grimes, SRS .

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STATE OF MONTANA DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES

SRS FS-53 Rev (10/84)

REFERRAL FOR JOB SEAPCH SERVICES

TO: NAME:	
SOCIAL SECURITY NUMBE	CR:
certain applicants who ar application for Job Searce which is operated by the you. This program will gi available, give you advice	ct of 1977, as amended, requires that the certified for Food Stamps must make the Services. Job Search is a program local Job Search Office at no cost to ve you information about jobs which are about how to apply for a job and will ch are suitable to your experience and
	ork, you must make application for Job for your household to continue to s.
Job Search Office and make you fail to apply for the	please take this referral to the local ke application for these services. If se services your entire household will food stamps. The address of your local
Job Service Office 624 North Twenty Fourth St Billings, MT 59101	Job Service Office reet 539 South Third Street West Missoula, MT 59806
Job Service Office 206 West Granite Butte, MT 59703	Job Service Office 427 First Avenue East Kalispell, MT 59901
Job Service Office 1018 Seventh Street South Great Falls, MT 59405	Job Service Office 715 Front Street Helena, MT 59601
Appointment Date:	Time:
Eligibility Technician: _	·
Date:	
County Number:	
Distribution: Original: c pink, Economic Assistance	lient; yellow, Local Job Search Office; Division, Helena; goldenrod, case file.

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Montana Department of Social and Rehabilitation Services SRS FS-54 New (2/83)

JOB SEARCH SERVICES/ SECOND CHANCE TO APPLY FOR SERVICES

SECOND CHANCE TO APPLY	FOR SERVICES
	DATE:
TO: FROM	M:
•	
At the time you applied for food stam application for Job Search Services Office has informed us that you have vices.	. The local Job Service
Please be advised that you must make Services within the next 10 days or you ineligible for Food Stamp benefits. I please contact us.	ur entire household will be
IF YOU DO NOT APPLY FOR JOB SEARCH SERVYOUR CASE WILL BE CLOSED EFFECTIVE will not receive another notice of close	· You
Sincerely,	

Eligibility Technician

SEE BACK OF NOTICE FOR FAIR HEARING REQUEST

Distribution: Original to client; yellow to local Job Service; pink to case file.

FS1/e

		E

FOOD STAMP JOB SEARCH PROGRAM

WOIICE OF WOM-COMPLIANCE

(Name) (Address)	Date Maile Social Security N		
This is to notify you that you hav determine whether good cause exists fin the following activities: -			
You will have the opportunity to discu Failure to keep this appointment cou County Welfare Office of your failur possible result of this action cou household from the Food Stamp Program.	ld result in Job Servere to comply with prolated the disquality	vice ogra ficat	notifying the im rules. The tions of your
If you are unable to keep this appoints	·	: 1 mm	lediately.
Your appoin	ntment is for: DAY	:	
	DATE	:	
	TIME	: .	
	ADDRESS	: .	
·	<u>.</u> -		
Food Stamp Job Search Interviewer			
Telepnone			

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FOOD STAMP JOB SEARCH PROGRAM

NOTICE OF FAILURE TO COMPLY

Date Mailed:	
Social Security No.:	
You are hereby notified that your failure to comply with the Food Stamp Job Search Program has been reported to the County Welfare Department. following reasons were given for this action:	
It has been determined that good cause has not been established for you non-cooperation in the activities stated above.	r
The final determination for disqualification will be made by the	
Welfare Department	
he Welfare Department will notify you in writing of their decision con- erning your case. You will also be advised at that time of your rights o appeal that decision.	

FOOD STAMP JOB SEARCH INTERVIEWER

cc: Welfare Department

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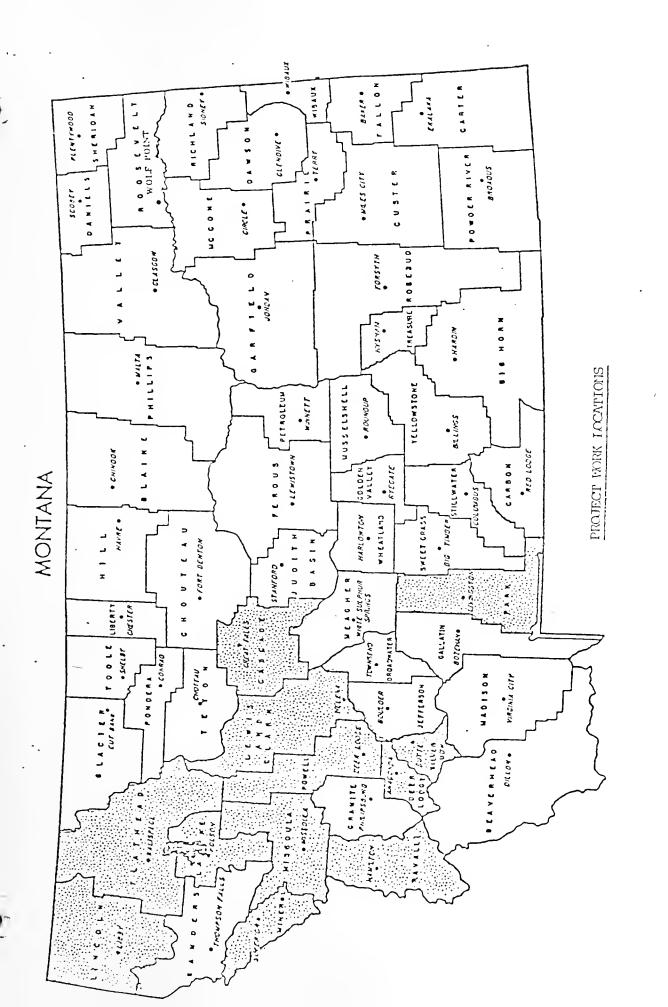
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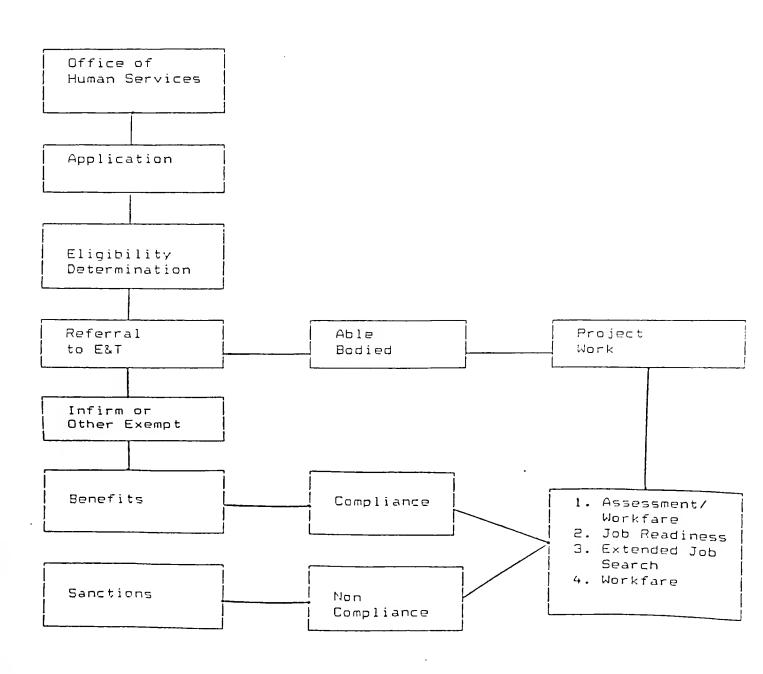
WORK REGISTRATION/ NOTICE OF DISQUALIFICATION

						Date		
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	TO:		F	ROM:				
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	 nousehold's eligibility fo id actively participates i						f your househo	old) applies
	That	-					d for job sear	h services
	111at			-	·	ias not applie	a for job scare	il activided.
	This is your notice tha	it unless the above	named app	lies for job	search serv	rices within th	e next 10 days	your entire
	household will be ine							
						Perioa)		
	If an application for jo	ob search service i	s made by			your	benefits will o	ontinue.
	· · · · · · · · · · · · · · · · · · ·				(Date)	,		
	That					_ has failed to	participate o	r cooperate
_	without good cause					_		
	 to apply for work w to accept work to w to seek work. to report for an interest of accept a referration to continue employed to participate in accept a reservance. 	which the Job Senderview at the Job Soliton to employment, yment to which the preed upon training	rice referred Service Office By were refe	ce. erred by the				
	Because of this your	nousenoia wiii be	ineligible id	or benefits i	or two mor	IIIIS	(Period)	 ·
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100	can reapply after	(Date)	1001 6	inglointy wi	ii de deteiii	inted on the b	asis or your no	busenola s
	imstances at that time. Ye named:		gible for be	nefits agair	n during the	e above period	of disqualific	ation if the
• is	comes exempt from wo needed to take care of n nen the individual leaves	ninor child; or	_	·	the disquali	ified member	moves into wil	II become
dis	squalified).							
Requ near	uest for Fair Hearing: Yoing, fill out and return th	ou can have a fair he request on the ba	earing on yack of this f	our case if orm.	you do not	agree with o	ur decision. To	request a
You (can continue to receive	ood stamps at you	r current ra	te if you rec	uest a hea	ring by		
							(Date)	
0,76	can then receive food sta ever, the hearing officer in the you received.	amps until your he finds that our decis	aring is dec sion was co	ided or you rrect, your l	r eligibility household v	period ends, v will owe us th	vhichever com e value of the	ies first. If, extra food

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PROJECT WORK



APPENDIX VII PROJECT WORK PROGRAM CLIENT REFERRAL FORM

(Telephone)
SSNStMI
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Date
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City
Telephone
Telebhone
Signature
ion to referring erral date.)
Date
Dace
es/Component
Did Not Appear
(Telephone)

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EA/SA-9 (New9/86)

MONTANA DEPARTMENT OF

SOCIAL & REHABILITATION SERVICES DETERMINATION OF INFIRMITY REPORT

SECTION I	ldentifying Info	ermation (To be co	mpleted by appl	icant) Date	
	Name (Last)		(First)	(MI)	(Age)
	(Address)		·	(Social S	acurity Number)
Describe y	our illness or in	jury and how it a	ffects your a	bility to work:	
When were	you last treated	d for the condition	n?		
Name the o	doctor who is tre	eating/treated yo	ou	Location	
Are you pr	esently on medic	cation?	Do you us	se any aids or b	races?
of so, plea	se explain		·- · · · · · · · · · · · · · · · · · ·		
any other	er agency paying	for your treatme	ent?		
SECTION II	Applicant's Wo	rk History	(To be co	mpleted by applicar	nt)
List all the w	ork you have had in t	he past five years(mo	st recent first).	Include work compl	eted on a count
work prograi	n, Employment Serv	ice(WIN,JTPA) activi		rvice, spot jobs, etc Dates Worked	
Emp	oloyer	Type of Work (Duties)			Monthly Pay
			·····		
			·		
		-	-		
What is your	usual occupation?_				
Have you use	d mechines in any of y If so, which ones?	your past jobs?	YES 🗌	№ □	
Do you have t	lechnical knowledge r If so, what kind?	elates to work?	YES 🗌	№ □	
As Aon ant	pervised others in a jo	bb setting?	YES 🗌	ио □	
What work d	by you enjoy the most?	>			
	APPLICANT				·
		ite - County CHS	Pink - Invoic	e Copy	

Cinion - Marical Paviawas Caldanaad - Christian File

(

Height	Weight	p	ulse Rate	8/P
Vision(snellen) <u>F</u>	2/20/	, <u>L/20/</u>	(use glass	es if available)
Normal = X 1. Head/Scalp 2. Eyes 3. E/N/T 4. Dental/Mouth 5. Neck 6. Skin 7. Chest/Lungs 8. Heart/Arteries 9. Abdomen 10. Hernlas 11. Bones/Joints 12. Muscular 13. Neurological 14. Genito/Urinary 15. Rectal 16. Pelvic 17. Other	Abnormal = √	Commer	nt on abnorma	conditions by No.
MEDICAL HISTORY . DIAGNOSTIC IMPE				
Physical Capabil ——pulling ——stooping Comment on degr	lifting	pust	ntngrea	eching Iking
Psychological/Med Are there signifi If so, please exp	cant symptoms	s of mental o	r psychological	impairment?
I recornmend psy	IBUTICH: White - C			

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6.			
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SECTION IV	Physicians' Cer	tification	(To be completed b	y physician)
1. In my medical o	In my medical opinion, a physical/mental disability exists.			YES NO
 The disability s The impairment walking 	ubstantially impairs a lif . is in: hearing		re ability	TES NO
speaking speaking		psychol	cgical ability, and	
3. The above impa	irment prevents the pers	on from engeging i	n substential work.	YES NO
All three criter	ria must be present fo	or the person to	be considered inf	irm.
☐ This pers	ໝາກ is infirm. 🔲 Thi	s person is not in	nfirm.	
Considering the at	oove criteria, this certifi	cation is valid thro	ough(Not to excess	d 6 months)
Physicien's Sign	āture		Date	
Physician's Nam	e (type or print)		PHYSICIAN: Ples local Office of Hu within five days.	man Services
			<u> </u>	
Address				
I have reviewe person is:	edical Reviewer's d the examining phy infirm Re-evaluation Date)	sician's certif (Che 		hat this -
Rationale:				
Mad	ical Reviewer		Dāt	
	ISTRIBUTION: White - Co	unty CHS	Pink - Invoice Copy	•
		ledical Reviewer	Goldenrod - Physician F	ile

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PROJECT WORK PROGRAM (PWP) EMPLOYABILITY DEVELOPMENT PLAN (EDP)

Original	
Revision #	
Date:	

ζ,	,	Date:
ame:	SS#	
ARTI. APPRAISAL		
GENERAL INFORMATION		INTERVIEWER COMMENT
How long has the applicant been ur	nemployed?	
2. What is the applicant's work histor cant's situation.)has never worked	y? (Check the box that applies to the appli-	
has worked but must change ohas worked but must change o	ccupation because of layoff ccupation because of injury/health ige because	
has worked but has problems hother	reeping jobs, has changed jobs a lot	
EDUCATION, WORK EXPERIENCE, SKI	LLS	
Education: Highest grade comple Comments:		
2. Work Experience (include volunteer		
3. Skills (obtained from education, train	ning, employment, etc.)	
4 Personal Motivation Capture of the		
curricular activities, work, camps, et	obbies, interests, civic involvement, extra-	
BARRIERS TO EMPLOYMENT		<i>(1)</i>
1 Education Level	9 Personal	(list solutions here)
2 Skills Level	10 Financial	
 Opportunities Available Work Histroy 	11 Language	
5 Decision Information	12 Handicap 13 Health	
6 Housing	14 Legal	
7 Transportation 8 Criminal Record	15 Child Care/Family	
——— Oliminal Record	16 Other	

C	
€	

Name:			SS#	
ARTII. ACTIVITY PLA				
STATEMENT OF OCCUPA	TIONAL INTEREST:			Original
			_	Revision #
Does the applicant have b	arriers which would pre	vent achievement of this occupa	•	Date:
(Is testing needed to make	this determination?)		-	
Does the interest inventory (Comments)	validate the stated inter	rest?YesNoDNA	\	
First Occupational Cho Skills Needed:	Dice:	· · · · · · · · · · · · · · · · · · ·	- Ava 	ilable locally? YesNo
2. Second Occupational	Choice:			Yes No
Is the applicant willing to re	elocate?		_	
EMPLOYMENT AND TRAIN	NING NEEDS		(list solut	ions/activities h
1 Testing 2 GED 3 Job Search 4 Workfare	6 7 8	Counseling Language Assistance Skill Training Orientation to Work Other:		
SUPPORTIVE SERVICE NE	EDS			
۷				
		-		
PLAN OF ACTION				
Activity/Test	Provider	Start	End	Result
RTIII. PARTICIPANT	AGREEMENT			
	MOO that the second	of my participation in any of PWP acti ant is to work toward this goal.	ivities is my placei	ment in unsubsidi;
	SIGNATURE OF PARTICIPANT			DATE
SIGNATU	IRE OF INTERVIEWER AGENCY N	IAME		SAIE
S.GNATU	RE OF INTERVIEWER AGENCY IS	AME		CATE

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Extended Job Search Phase III

	Individual Plan							
		 						
								
			-					
								
<u> </u>								
								
<u>.</u>								
		_						
	SIGNATURE OF PARTICIPANT	DATE						
<u> </u>	SIGNATURE OF INTERVIEWER/AGENCY NAME	DATE						

Hote: The participant's individual plan must include 8 hours a week of supervised job search activities within each 43 hour week.

()			
•			

	 	_
Date		

PROJECT WORK OCCUPATIONAL SUMMARY ATTACHMENT

OCCUPATION	OCCUPATION							_				
DESCRIPTION	OF	WORK	AND	TRAINING	TO	BE	PROVIDED:					
											_	
·												
												
											·	
-												
				 								
												-
NAME OF SUP ADDRESS	ERV	ISCR						<u> </u>	-			
		c o							_			
TELEPHONE N	UMB1	ŁK							_			

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APPENDIX VIII

PROJECT WORK PROGRAM ATTENDANCE REPORT

Client Name					SN	
Please check	which act.	lvities th	ne client pa	articipated	in this	week
	Pho Pho Pho	ase I: ase II:	Training O Testing and Job Readine Extended Jo	i Assessmer ess Trainin		 -
		MONTH _				
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	I II III W es Assigned	I II III W			I II W Participa	I II W
Person Pre	eparing		Dã	te		
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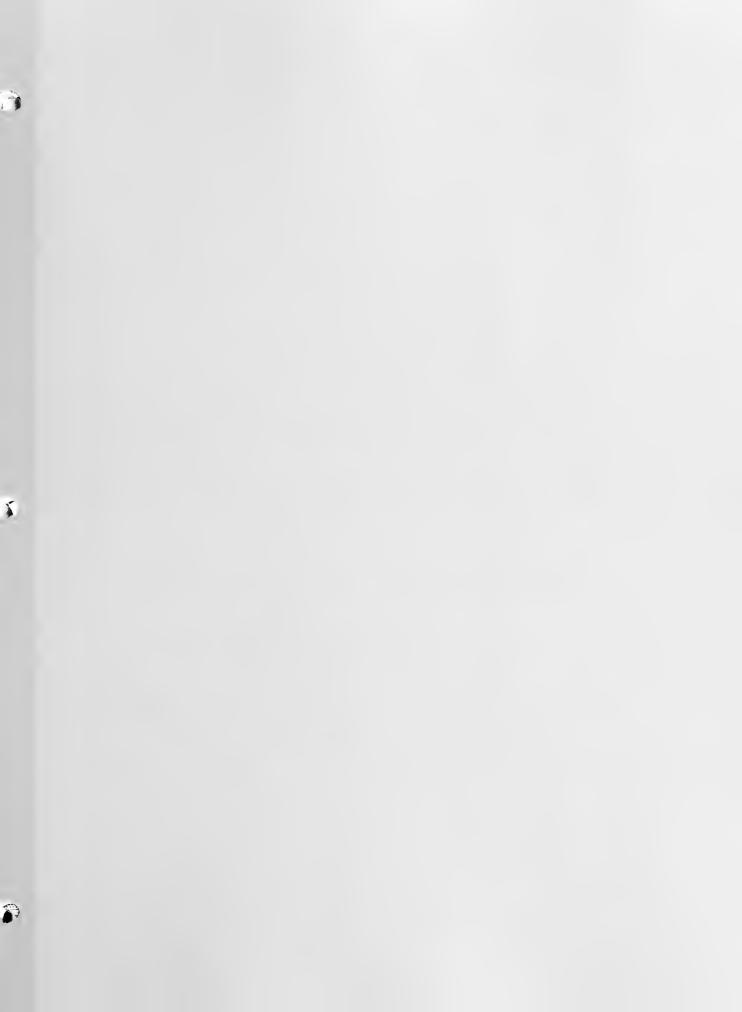
APPENDIX XII PROJECT WORK PROGRAM SUPPORTIVE SERVICES REQUEST

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MPFN-200:FS 10-1-1 FS 10-1

DEC 21 1982

Mr. John LaPaver, Director Social and Pehabilitation Services Attention: Lee Tickell, Assistant Administrator Economic Assistance Division P. O. Box 4210 Helena, Montana 59601

Dear Hr. LaFaver:

Subject: Family Nutrition Programs - Waiver Request - Replacement of Lost or Misplaced ATP Cards

This is in response to your waiver request on the above subject. Based on the information provided in your October 21, 1982, letter, our national office has approved the State's request with the stipulation that the State be fully responsible for all duplicate issuances based on lost or misplaced ATP's.

This provision may be implemented immediately. Please provide us with revised manual material within 30 days of receipt of this letter.

Sincerely,

Criminal Signed by Allen C. Nickels

ALLAN C. NICHELS Regional Director Family Nutrition Programs

cc: Alyce Rice, Officer in Charge, Helena Field Office, MT, w/attachment Ton Pfeiffenberger, Financial Management, MPRO, w/attachment

FNS:MPFN:PO:VIII:TYAYoung:ly:12-17-82

FILE: FS 10-1-1 GENERAL-

FS 10-1 MONTANA

PENDING: 2-1-83

DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES



TED SCHWINDEN, GOVERNOR

P.O. BOX 4210

STATE OF MONTANA

October 21, 1982

HELENA, MONTANA 5960

Allan C. Nickels, Regional Director USDA, Food & Nutrition Service 2420 West 26th Avenue Denver, CO 80211

RE: Replacement of Lost or Misplaced ATP Cards

Dear Mr. Nickels:

I am writing to request a waiver from regulations printed in the October 9, 1981 Federal Register which do not allow replacement of a lost or misplaced ATP card. In the introduction to the Register, it states on page 50280: "Allowing replacement of lost or misplaced coupons and ATP's opens the way for possible abuse of the program."

Montana has not had a duplicate issuance because of the replacement of an ATP card. Only six counties have more than one thousand cases. Even in these counties, the issuance agents are familiar with the majority of the recipient households. Each ATP card is marked with the county name and can only be transacted in that one office. Further it is a simple matter to "stop payment" on the original ATP card.

The rationale listed in the introduction for this regulation is that the household should be responsible for their ATP card. We feel the loss of a family's food benefit, in practice, is excessively punitive for misplacing a document. Lost stamps should not be replaced as the cost of the benefit has already been incurred. But in the case of a lost ATP card, the benefit allotment can be protected.

If you have any questions on this request for a waiver, please contact Charlotte Fuson at 449-4540.

Sincerely,

Lee J. Tickell, Acting Administrator

Economic Assistance Division

W3/p

cc Charlotte Fuson Field Supervisors (5)

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Reply to Attn. of:

JAN 21 1983

Subject:

FNP - Monthly Reporting Retrospective Budgeting Waiver Requests - Montana

To:

Allan C. Nickels, Regional Director Family Nutrition Programs Mountain Plains Region

This is in response to your memorandum of December 29, 1982, regarding the Montana State agency's request to waive Section 273.21(j)(4) of the regulations.

Under Section 273.21(j)(4), if a household fails to file a monthly report or files an incomplete report by the specified filing date, the State agency shall notify the household that it has an additional ten days in which to file a completed report. If the household fails to file a completed monthly report by the extended filing date, the State is required to send the household a notice of adverse action. The State agency has proposed, for consistency with their AFDC operation, that a single notice of adverse action be issued in lieu of the two notices required by the regulations. This notice would be mailed at least 10 days before the date the action would become effective. If the household provides the report or missing information within ten days of the date of the notice, it would be reinstated. We are approving the waiver on the condition that the State provide assurances that it will mail the notice of adverse action in sufficient time to ensure that reinstated households do not suffer delayed or interrupted benefits.

Please advise us if you require additional assistance.

Clair ansman

CLAIRE LIPSMAN
Director
Program Planning, Development
and Support Division

cc: Trish Warner w/incoming
Maurice Tracy w/incoming
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All Regions except MPRO

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Lear 's. Resinsen:

this is in respense to Pr. For an Ustomer's lotter of Polymary 22, 1990 requesting a valver of fection 276.2(c)(1) of the Populations. This valver will allow the State to stapper direct soil incusaces over a period of less than 10 $\alpha_{\rm eff}$.

is one sparoving this waiver for a period of 2 years effective April 1, 1999. The waiver vill espire on March 31, 1992.

If you chould have any questions concurring this natter, please do not lesitate to extract this effici.

Pincerely,

Original Signed by Allan C. Nickels

HADY C. PICHAS Regional Director Food Chap Program

bcc: Abigail Nichols, Director, PAD, FCP, FME, USLA Alyce Rice, CIC, Helena Field Office

FMS:MPRO:FSP:POPP:KHERRYAN:kg:3/22/90:0347 File: FS 10-1-1 MT (fdmtwaiv.lh)

DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES



STAN STEPHENS GOVERNOR

JULIA E. ROBINSON DIRECTOR

STATE OF MONTANA.

P.O. BOX 4210 HELENA, MONTANA 59604-4210 (406) 444-5622

February 22, 1990

Allan C. Nickels, Regional Director USDA - Food and Nutrition Services Mountain Plains Region 1244 Speer Blvd Denver, CO 80204

Dear Mr. Nickels:

The state of Montana once again is requesting permission to stagger direct mail issuances over a period of less than the required 10 days for all project areas within the state for the coming year. Larger cities using direct mail issuance incur very small amounts of mail loss if any. In addition, most counties do not have staff available to properly perform staggered issuance.

Please contact Cynthia Brohman at 406)444-4545 if this is not agreeable to you.

Sincerely,

Norman Waterman, Administrator

Family Assistance Division

FDST/WV02

cc Cynthia Brohman

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HETN-200:FS 6-1-1-3

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Wr. John Lallaver, Director Social and Rehabilitation Services Attention: Mr. Jim FcCabe, Eureah Chief Eligibility Policy Pureau P.O. Box 6210 Helena, Montana 59604

Pear Mr. LaPaver:

Subject: Family Nutrition Programs - Monthly Reporting/Retrespective Eulgoting (MRRH) Faiver Request

This is in response to your request for a waiver of Part 273.21(6) of the Federal Regulations. This would allow the use of beginning month (prospective) accounting procedures for households that move into the state from another state (interstate) and for households raving from county to county within the state (intrastate).

The first part of this waiver dealing with bouseholds transferring in from another state (interestate) is granted.

However, the Inter part of this waiver request to allow the use of beginning routh accounting procedures for households roving from county to county within the State of Montana (intrastate) is denied. As we understand, this would be inconsistent with your AFPC procedures for this type of situation. During a telephone conversation with your staff member, Michael Welsh, we were advised that your AFPC Program handles interstate moves as new applications thus the use of prospective accounting procedures for the two beginning months. Your AFPC Program Landles intrastate noves retrospectively by transferring casefiles between counties. We believe Montana should be able to continue retrospective budgeting for participating households that move from one county to another within the state.

Mr. John Lalaver, Director

If we can be of further assistance in this matter, please feel free to

Sincerely, Fight simed!

ANN C. HECTOR Acting Regional Director Family Futrition Programs

cc: Sommy O'Neil, Director, FPD, Alexandria, Virginia Joe Ricci, Satellite Office, Montane Alype Rice, Officer in Charge, Felena, Montena 59601

FNS:MPRO:FNP:PO VIII:OMartinez:lg:1/19/84 File: FS 6-1-1-3 MT

FS 6-1-21 General 1-S 10-1-1 MRE13

Si 213.21(e)(01) mp MT-001

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PEFS-300:FS 10-1-2 FEB 1 6 1 234

Mir. Ban Johns Acting Director Social and Rehabilitation Services P.O. Box 4210 Helena, Hintana 59604

Dear ir. Johns:

This will acknowledge receipt of your January 6, 1989 letter requesting a waiver from prospective suspension of benefits when a household because toporarily ineligible due to a periodic increase in recurring income.

We are indefinitely approving the waiver allowing the State of Hentana to suspend the busehold retrospectively when suspension is the result of a temporary increase in income. This waiver allows you to achieve consistency in the administration of your Food Stamp and Aid to Families with Dependent Cillaren (AFDC) Program and is pursuant to Section 5(f) of the Food Strap Act.

If you should have any further questions concerning this matter, please do not hesitate to contact this office.

Sincerely,

Original Signed by Allen C. Nickels

MLAN C. MCHILS Regional Director Tool Stamp Program

bcc: Alyce P. Rice, OIC, FNS Field Office, Helena, Montana

FNS: MPRO: FSP: POP: RROSE: mp: 1/30/89:0347 FILE: FS 10-1-2 Montana (fajohnso.rr)

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DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES



STAN STEPHENS, GOVERNOR

P.O. BOX 4210

STATE OF MONTANA

HELENA, MONTANA 59604-4210

January 6, 1989

Mr. Allan C. Nickels Regional Director Food Stamp Program 1244 Speer Boulevard Denver, CO 80204

Dear Mr. Nickels:

We have recently been advised by your office that Montana is incorrectly suspending benefits when a household becomes temporarily ineligible due to a periodic increase in recurring income.

We are currently suspending benefits retrospectively and have done so since the MRRB Pilot Project in 1984. (Copy of the 1984 manual material is attached).

We feel that to change to prospective suspension of benefits at this time would be very error prone as well as confusing to the Eligibility Technicians. The majority of our Technicians do both AFDC and Food Stamp eligibility and our current procedure follows AFDC criteria.

We are, therefore, requesting that we be granted a waiver from prospective suspension of benefits.

Thank you for your consideration.

Sincerely,

Ben/Johns

Acting Director

THA/t

cc William Harrington Penny Robbe Betty Todd

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Mountain Plains Region 2420 West 26th Avenue Denver, CO 80211 MPFN-200:FS 10-1-1 FS 10-1

DEC 2 1 1982

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Mr. John LaFaver, Director

Social and Rehabilitation Services

Attention: Lee Tickell, Assistant Administrator

Economic Assistance Division

P. O. Box 4210

Helena, Montana 59601

Dear Mr. LaFaver:

Subject: Family Nutrition Programs - Waiver Request - Replacement of Lost or Misplaced ATP Cards

This is in response to your waiver request on the above subject. Based on the information provided in your October 21, 1982, letter, our national office has approved the State's request with the stipulation that the State be fully responsible for all duplicate issuances based on lost or misplaced ATP's.

This provision may be implemented immediately. Please provide us with revised manual material within 30 days of receipt of this letter.

Sincerely,

ALLAN'C. NICKELS Regional Director

Family Nutrition Programs

DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES



TED SCHWINDEN, GOVERNOR

P.O. BOX 4210

STATE OF MONTANA

October 21, 1982

HELENA, MONTANA 59604

Allan C. Nickels, Regional Director USDA, Food & Nutrition Service 2420 West 26th Avenue Denver, CO 80211

RE: Replacement of Lost or Misplaced ATP Cards

Dear Mr. Nickels:

I am writing to request a waiver from regulations printed in the October 9, 1981 Federal Register which do not allow replacement of a lost or misplaced ATP card. In the introduction to the Register, it states on page 50280: "Allowing replacement of lost or misplaced coupons and ATP's opens the way for possible abuse of the program."

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The rationale listed in the introduction for this regulation is that the household should be responsible for their ATP card. We feel the loss of a family's food benefit, in practice, is excessively punitive for misplacing a document. Lost stamps should not be replaced as the cost of the benefit has already been incurred. But in the case of a lost ATP card, the benefit allotment can be protected.

If you have any questions on this request for a waiver, please contact Charlotte Fuson at 449-4540.

Sincerely,

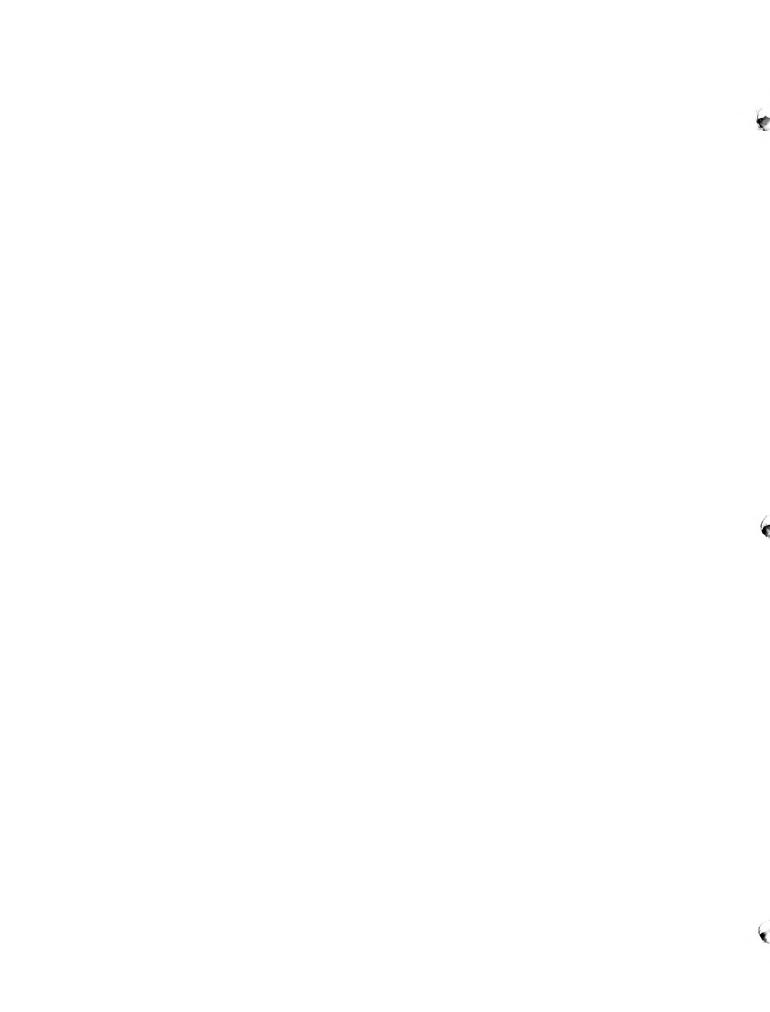
Lee J. Tickell, Acting Administrator

Economic Assistance Division

W3/p

cc Charlotte Fuson

--- Picid-Supervisors - (5)-





Mountain Plains Region 2420 West 26th Avenue Denver, CO 80211 MPFN-200:FS 9-4-3

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ADMINISTRATION

Mr. John LaFaver, Director Social and Rehabilitation Services ATTENTION: Lee Tickell, Assistant Administrator, Economic Assistance Division P.O. Box 4210 Helena, Montana 59601

Dear Mr. LaFaver:

Subject: Food Coupon Inventory Levels

In response to your March 10, 1982, letter requesting a waiver to the 6-month inventory level, we are granting the request for those counties that issue a very small number of coupons monthly. We understand that there is no way to eliminate the oversupply of coupons when shipment is received, particularly when the bulk storage point does not ship partial boxes.

Please assure that every effort is being made to maintain the lowest inventory level possible to prevent an excessive supply of coupons for all coupon issuers.

Your efforts in this matter are appreciated.

Sincerely,

ALLAN C. MECTOR
ALLAN C. NICKELS

(Cr. Regional Director

Family Nutrition Programs

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Agriculture

Food and Nutrition Service Mountain Plains Region 2420 West 26th Avenue Denver, CO 80211 MPFN-200:FS 9-4-3

MAR 3 1 1982

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APR / 1982

ADMINISTRATION

Mr. John LaFaver, Director Social and Rehabilitation Services ATTENTION: Lee Tickell, Assistant Administrator, Economic Assistance Division P.O. Box 4210 Helena, Montana 59601

Dear Mr. LaFaver:

Subject: Food Coupon Inventory Levels

In response to your March 10, 1982, letter requesting a waiver to the 6-month inventory level, we are granting the request for those counties that issue a very small number of coupons monthly. We understand that there is no way to eliminate the oversupply of coupons when shipment is received, particularly when the bulk storage point does not ship partial boxes.

Please assure that every effort is being made to maintain the lowest inventory level possible to prevent an excessive supply of coupons for all coupon issuers.

Your efforts in this matter are appreciated.

Sincerely,

Ann C. Hector
ALLAN C. NICKELS
On Regional Director

Family Nutrition Programs

Mountain Plains RECERTED 2420 West 26th Avenue Denver, CO 80211

MPFM-100:SA-4

JUN 18 1984

ECONOMIC ASSISTANCE

JUN 13 1984

DIRECTORS OFFICE

Mr. John LaFaver, Director Social and Rehabilitation Services P.O. Box 4210 Helena, Montana 59601

ATTN: Lee J. Tickell

Deputy Administrator

Economic Assistance Division

Dear Mr. LaFaver:

Subject: Family Nutrition Program - Minimum Food Stamp Inventory

This is in reference to the letter from Mr. Lee Tickell dated May 31, 1984, regarding Food Stamp inventory.

Permission is granted for you to allow your small issuance project areas food coupon inventories to be reduced below a two month supply. This will not cause a problem as long as they can be resupplied within 24 hours and the bulk storage point (Security Armored Service) maintains their inventory (on hand and on order) at a six month supply level. The bulk storage point must order food coupons monthly to insure that this inventory level is kept at all times.

Thank you for your cooperation.

Sincerely,

GEORGE W. HALL Regional Director Financial Management Do you not f Tomo mouthy the mouthy

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Food Stamp Eligibility

ATTACHMENT I Page 1

STATE OF MONTANA

CITATIONS

OVERPAYMENTS TO ALIENS/SPONSOR(S) FAIL TO PROVIDE CORRECT INFORMATION

7CFR 273.II(h)(8)

Aliens and sponsors will be jointly and severally liable for overpayments caused when the sponsor fails to provide correct information. If the sponsor is without fault or has good cause, then the alien alone is liable.

The state defines "without fault" as:

No prior knowledge or active involvement in the action of purposely providing incorrect, insufficient or misleading information for the purposes of receiving or continuing assistance.

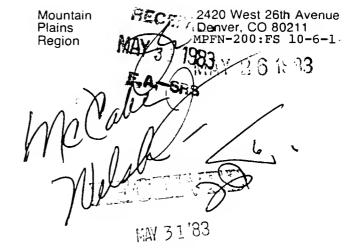
The state defines "good cause" as:

- An incomplete or unclear request for information, on the basis of which a sponsor believed that the necessary information had been provided. The inadequacy of the request must be proven by the sponsor.
- 2) The information requested was provided to the department based on the best documentation available at the time, and the sponsor had no way of knowing that the information was incorrect.

Approval / Effective Date 5/3/193 Date 2/1/83

(Fig.





Mr. John LaFaver, Director Social and Rehabilitation Services P. O. Box 4210 Helena, Montana 59601

DIRECTORS OFFICE

Dear Mr. LaFaver:

Subject: Family Nutrition Programs - Sponsored Alien Rule

Approval is granted for the addendum to your State Plan of Operations. This addendum establishes good cause procedures for an alien's sponsor when without fault, incorrect information was being supplied by the alien.

A change is necessary to correct the citation quoted to read, 7CFR 273.11(h)(8).

Your efforts continue to be appreciated.

Sincerely,

Ann C. WecTor
ALLAN C. NICKELS
Regional Director
Family Nutrition Programs

DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES



TED SCHWINDEN, GOVERNOR

P.O. BOX 4210

STATE OF MONTANA:

HELENA, MONTANA 59604

April 27, 1983

Allan c. Nickels, Regional Director Family Nutrition Programs USDA, Food & Nutrition Service Mountain Plains Region 2420 West 26th Avenue Denver, Colorado 80211

Dear Mr. Nickels:

Re: Food Stamp Program, Sponsored Aliens

Reference is made to your letter dated March 2, 1983 which requested an addendum to our State Plan of Operations establishing good cause procedures for an alien sponsor.

Attached is a copy of our state plan addendum.

Sincerely,

Lee J. Tickell, Deputy Administrator Economic Assistance Division

MW/jd/10

Enclosure

	(1)



Mountain Plains Region 1244 Speer Boulevard Denver, CO 80204

MPFS-300:FS 10-1-1

DEC 19 1991

Ms. Julia E. Robinson Director Social and Rehabilitation Services P.O. Box 4210 Helena, Montana 59604-4210

DEC 2 3 1991

Dear Ms. Robinson:

Reference is made to your November 6, 1991 letter requesting to be allowed to annualize lease, royalty and interest income. The waiver involves Sections 273.10(c) and 273.21(f)(2) of the Regulations.

We have forwarded the request to the National Office for consideration. We will advise you of the response upon receipt.

Because a portion of the request conflicted with the Quality Control procedures for unreported changes subsequent to certification or recertification, we deleted the following statements from the request:

"Under the waiver provisions, households will be required to report a change during the certification period if a source of projected income ceases, a new source begins or if there is a change of more than \$25 from the anticipated income. When the household reports an income change of \$25 or more, the eligibility technician would only be required to adjust the household's benefits if it is apparent that the average income is no longer accurate."

This revision to the request was discussed with a member of your staff on December 5, 1991.

If you have any questions concerning this matter, please do not hesitate to contact this office.

Sincerely,

ALLAN CL NICKELS Regional Director Food Stamp Program

cc: Mr. Erich Merdinger, Chief, Audit and Compliance Bureau, Support Services Division, Social and Rehabilitation Services, Helena, Montana





DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES



TED SCHWINDEN, GOVERNOR

PO BOX 4210

STATE OF MONTANA

HELENA, MONTANA 59604

June 19, 1987

Allan C. Nickels Regional Director Family Nutrition Programs 2420 W. 26th Denver, CO 80211

Dear Mr. Nickels:

This will confirm the telephone conversation of June 16, 1987, between Kathie Herrman and Betty Todd, in which it was indicated that Montana does wish to continue the waivers listed in the attached. These are the only waivers we currently have.

Request for extensions will be made at the appropriate times.

Sincerely,

Lee J. Tickell, Administrator Économic Assistance Division

BT/THD/040

Attachment

cc Marilyn Carlin

Betty Todd

Charlotte Fuson

	MT To target management evaluation reviews, (approved conditionally to 9/30/87)	09-30 MT	87-01-14 87-09-30	ē	# F. C. Y
	To waive from monthly reporting residents of group homes with sheltered workshop earnings and Households whose only earned income is from self-employment for longer than six months.	3	07-71-23 87-12-31		275 7 6 275 6
	MT Allows replacement of lost/misplaced ATPs; SA assumes full liability	3	er or or or or	Ž	273.21 (b) (2)
	MT SA act on changes that decrease benefits but not on increases when hh doesn't provide verif		83-03-23 Indef.		274_2(h)
and gen toll-free No.	MT Send only one termination notice, must mail 10 days before effective date		•83-01-21 In	a) (8)/05%	2/3.21(3)(4)(11)(a)(8)0000 +83-01-21 Indef.
Sh mist promide lead	820114 82-08-04 Condt'lly MT Waive separate toll-free No. req'ment for NERB assistance	11y	82-08-04 Co	8.70114	273.21(c)(4)
	MT MR is incomp. if verif. of earnings, changes in annual/unearned income not provided	def. m	82-11-26 Indef.		2/3.21
	MT To allow 45 days for follow-up on results of IEVS matches.	~	87-01-26 Indef.		272.0(9)
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	****** MOUNTAIN PLAINS REGION WAIVERS ******				

SA must provide local No. for asst and gen toll-free No. for MRRB quests

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DEC 07 1987

STORIGHE ASSISTANCE

Ms. Osil Gray Director Social and Rehabilitation Services P.O. Box 4218 Helena, Montana 59604

Dear Ms. Gray:

This will acknowledge receipt of your November 10, 1987 letter requesting an extension of your current monthly reporting/retrospective budgeting (MRRB) waivers. These waivers apply to residents of shelters who have workshop earnings and households whose only earned income is from self-employment averaged over at least 6 months. Although these households report less frequently than monthly, they are subject to retrospective budgeting.

Please be advised that your request, as submitted, has been forwarded to our National Office for their consideration. However, in our November 25, 1937 letter we requested that additional specific data be included with the MPRB requests. We realize your request was submitted prior to our letter. Therefore, please submit the additional data as soon as possible so that it may also be considered by the National Office.

If you should have any questions concerning this matter, please do not hesitate to contact this office.

Sincerely,

Original Signed by Ralph W. Merrill

ALLAN C. MICKELS Regional Director Family Nutrition Programs

cc: 1/18. Betty Todd, Economic Assistance Division, SRS, Helena, Montana



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DEC 23 1995

ECONOMIC ASSISTANCE

DEC 18 1985

Mr. David "Lewis Director Social and Rehabilitation Services P. Pox 4210 Telena, Montana 59604

Dear Mr. Lewis:

This is in response to your request for an extension on your current waivers for less frequent than monthly reporting. The waiver requests proposed were for cases with sheltered workshops income, residents of group homes for the disabled and households whose only earned income is from self-employment averaged over at least six months.

The FMS office in Alexandria, Virginia has approved an extension of these waiver requests through December 31, 1986.

However, they also requested that subsequent requests of this nature include data regarding how the waivers can improve situations which have been shown to be error prome.

If we can be of any further assistance, please contact us.

Sincerely,

Original Signed by Ralph W. Merrill

ALIAN C. NICKELS Regional Director Family Mutrition Programs

cc: Monny Frey, Director, Eligibility Determination Section, Welena, 'The Alyce Rice, O.C., FMS, USDA, Helena, Montana Field Office Bonny O'Neil, Director, PPSD, FMS, USDA, Alexandria, VA

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C447-138 BLACK 447/53
C447-138L DARK BLUE 447/61
C447-13J LIGHT BLUE 447/60
C447-13Y YELLOW 447/61

